

AGREEMENT BY AND BETWEEN
First National Bank of Wyoming, Laramie, Wyoming
and
The Comptroller of the Currency

First National Bank of Wyoming, Laramie, Wyoming (“Bank”) and the Comptroller of the Currency of the United States of America (“Comptroller”) wish to protect the interests of the depositors, other customers, and shareholders of the Bank, and, toward that end, wish the Bank to operate safely and soundly and in accordance with all applicable laws, rules and regulations.

The Comptroller has determined that the Bank has engaged in violations of law and unsafe and unsound banking practices relating to its corporate governance, credit administration and credit underwriting, management of interest rate risk and liquidity, and strategic and capital planning.

In consideration of the above premises, it is agreed, between the Bank, by and through its duly elected and acting Board of Directors (“Board”), and the Comptroller, through his authorized representative, that the Bank shall operate at all times in compliance with the articles of this Agreement.

Article I

JURISDICTION

(1) This Agreement shall be construed to be a “written agreement entered into with the agency” within the meaning of 12 U.S.C. § 1818(b)(1).

(2) This Agreement shall be construed to be a “written agreement between such depository institution and such agency” within the meaning of 12 U.S.C. § 1818(e)(1) and 12 U.S.C. § 1818(i)(2).

(3) This Agreement shall be construed to be a “formal written agreement” within the meaning of 12 C.F.R. § 5.51(c)(6)(ii). See 12 U.S.C. § 1831i.

(4) This Agreement shall be construed to be a “written agreement” within the meaning of 12 U.S.C. § 1818(u)(1)(A).

(5) All reports or plans which the Bank or Board has agreed to submit to the Assistant Deputy Comptroller pursuant to this Agreement shall be forwarded to the:

Assistant Deputy Comptroller
Denver Field Office
1225 17th Street, Suite 450
Denver, Colorado 80202

Article II

COMPLIANCE COMMITTEE

(1) Within ten (10) days of the date of this Agreement, the Board shall appoint a Compliance Committee of at least seven (7) members and, of which no more than four (4) shall be employees of the Bank or any of its affiliates (as the term “affiliate” is defined in 12 U.S.C. § 371c(b)(1)), or a family member of any such person. Upon appointment, the names of the members of the Compliance Committee and, in the event of a change of the membership, the name of any new member shall be submitted in writing to the Assistant Deputy Comptroller. The Compliance Committee shall be responsible for monitoring and coordinating the Bank’s adherence to the provisions of this Agreement.

(2) The Compliance Committee shall meet at least monthly.

(3) Beginning September 30, 2007 and after every calendar quarter thereafter, the Compliance Committee shall, within ten (10) days of the end of each quarter, submit a written progress report to the Board setting forth in detail:

- (a) a description of the action needed to achieve full compliance with each Article of this Agreement;
 - (b) actions taken to comply with each Article of this Agreement; and
 - (c) the results and status of those actions.
- (4) The Board shall forward a copy of the Compliance Committee’s report, with any additional comments by the Board, to the Assistant Deputy Comptroller within thirty (30) days of each quarter end.

Article III

MANAGEMENT AND BOARD SUPERVISION

(1) Within forty-five (45) days of the date of this Agreement, the Board shall employ an independent outside management consultant (“Consultant”).

(2) Prior to the appointment or employment of any consultant or entering into any contract with a consultant, the Board shall submit the name and qualifications of the proposed consultant and the proposed terms of employment to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

(3) Within sixty (60) days of the receipt of the non-supervisory objection to the proposed consultant, the Consultant shall complete a study of current management and Board supervision presently being provided to the Bank, the Bank’s management structure, and its staffing requirements in light of the Bank’s present condition. The findings and recommendations of the Consultant shall be set forth in a written report (the “Management Study”) to the Board. At a minimum, the Management Study shall contain:

- (a) the identification of present and future management and staffing requirements of each area of the Bank, with particular emphasis given to Board oversight and senior management;
- (b) a detailed written description of:
 - (i) the Bank's corporate governance and decision-making process;
 - (ii) the Bank's committees and the structure and purpose of each committee;
 - (iii) organizational chart; and
 - (iv) job descriptions for all executive officers;
- (c) an evaluation of each senior manager's knowledge, skills, abilities and a determination of whether each of these individuals possesses the experience and other qualifications required to perform present and anticipated duties of the position;
- (d) an evaluation of the extent of responsibility of current management and/or the Board for present weaknesses in the Bank's condition;
- (e) the effectiveness of the Bank's use of advisory directors;
- (f) the effectiveness of the Bank's committees, corporate governance and decision-making process;
- (g) recommendations as to whether management, staffing and structural changes should be made, including the need for additions to, or deletions from, the current Board and management team or structure;
- (h) objectives by which management's and the Board's effectiveness will be measured;

- (i) a training program to address identified weaknesses in the skills and abilities of the Bank's staff and management team;
- (j) an evaluation of current lines of authority, reporting responsibilities and delegation of duties for all officers, including identification of any overlapping duties or responsibilities;
- (k) a recommended organization chart that clearly reflects areas of responsibility and lines of authority for all officers;
- (l) an assessment of whether Board members are receiving adequate information on the operation of the Bank to enable them to fulfill their fiduciary duties and other responsibilities under law;
- (m) an assessment of the Board's strengths and weaknesses along with a director education program designed to strengthen identified weaknesses;
- (n) recommendations to ensure the Board exercises proper oversight over the affairs of the Bank; and
- (o) recommendations to correct or eliminate any other deficiencies in the supervision or organizational structure of the Bank.

(4) Copies of the Management Study shall be forwarded to the Assistant Deputy Comptroller within five (5) days of completion. The Assistant Deputy Comptroller shall retain the right to determine whether the Management Study complies with the terms of this Agreement.

(5) Within thirty (30) days of the completion of the Management Study, the Board shall prepare and submit a Management Plan to correct the deficiencies noted in the Management Study to the OCC for a prior written determination of no supervisory objection.

(6) By the next regularly scheduled Board meeting subsequent to the receipt of the OCC's non-objection to the Management Plan (and in no event more than thirty days from such non-objection), the Board shall adopt, implement and thereafter adhere to the Management Plan.

Article IV

CAPITAL AND STRATEGIC PLAN

(1) Beginning no later than October 31, 2007, the Bank shall at all times maintain the following minimum capital ratios:

- (a) tier 1 capital at least equal to eight (8%) of adjusted total assets; and
- (b) total risk-based capital at least equal to eleven percent (11%) of risk-weighted assets.

(2) For purposes of this Article, "tier 1 capital," "total risk-based capital," "adjusted total assets," and "risk-weighted assets" are as defined in 12 C.F.R. Part 3.

(3) The requirement in this Agreement to meet and maintain a specific capital level means that the Bank is not to be deemed to be "well capitalized" for purposes of 12 U.S.C. § 1831o and 12 C.F.R. Part 6 pursuant to 12 C.F.R. § 6.4(b)(1)(iv).

(4) Effective immediately, the Bank shall only declare dividends:

- (a) when the Bank is in compliance with the Bank's Three-Year Plan described in Paragraph (5) of this Article;
- (b) when the Bank is in compliance with 12 U.S.C. §§ 56 and 60; and
- (c) with the prior written approval from the Assistant Deputy Comptroller, which shall be granted or denied within thirty (30) days of the receipt of a dividend request from the Bank.

(5) Within sixty (60) days of this Agreement, the Board shall develop, implement, and thereafter ensure Bank adherence to a written capital and strategic plan for the Bank covering at least the next three years (hereafter the “Bank’s Three-Year Plan”), complete with specific time frames that incorporate the capital, strategic and other requirements of this Article. Copies of the Bank’s Three-Year Plan shall be forwarded to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

(6) The Bank’s Three-Year Plan shall establish objectives and projections for the Bank’s overall risk profile, earnings performance, growth expectations, balance sheet mix, off-balance sheet activities, liability structure, capital and liquidity adequacy, product line development and market segments that the Bank intends to promote or develop, together with specific strategies to achieve those objectives, that are specific, measurable, verifiable, and, at a minimum, address or include:

- (a) the elimination of deficiencies in management leadership and Board oversight;
- (b) growth limitations on significant concentrations of credit, as well as the overall loan portfolio;
- (c) recognition that the Bank cannot offer or introduce new products or enter market segments until it adopts an appropriate credit culture, implements sound risk management principles, and returns the Bank’s condition to satisfactory;
- (d) specific plans to improve corporate governance practices to ensure:
 - (i) sound operating policies and procedures;
 - (ii) accurate regulatory and Board reporting;

- (iii) sound internal controls to monitor policy adherence; and
- (iv) accountability for these processes;
- (e) control systems to identify and reduce risk to capital and earnings and risks associated with significant concentrations, or any proposed changes in the Bank's operating environment;
- (f) an evaluation of the Bank's internal operations, staffing requirements, Board and management information systems and policies and procedures for their adequacy and contribution to the accomplishment of the goals and objectives developed pursuant to this Article;
- (g) a management employment and succession program to promote the retention and continuity of capable management;
- (h) specific plans to establish responsibilities and accountability for the strategic planning process, new products, loan growth, proposed changes in the Bank's operating environment, and reducing problem assets;
- (i) systems to monitor the Bank's progress in meeting the plan's goals and objectives;
- (j) an assessment of the Bank's present and future operating environment;
- (k) a mission statement that forms the framework for the establishment of strategic goals and objectives;
- (l) the development of strategic goals and objectives to be accomplished over the short and long term;
- (m) specific plans for the maintenance of adequate capital that may in no event be less than the requirements specified in Paragraph (1) of this Article;

- (n) specific plans for the maintenance of adequate liquidity, to include the development of an appropriate contingency funding plan;
- (o) projections for capital requirements based upon a detailed analysis of the Bank's assets, liabilities, earnings, fixed assets, and off-balance sheet activities;
- (p) the primary source(s), especially those that are not credit sensitive, from which the Bank will strengthen its capital structure to meet the Bank's needs;
- (q) contingency plans that identify alternative methods should the primary source(s) under subparagraph (p) not be available;
- (r) a dividend policy that only permits the declaration of a dividend in accordance with Paragraph (4) of this Article; and
- (s) a financial forecast to include projections for major balance sheet and income statement accounts and desired financial ratios over the next three years that shall address or include consideration of the requirements of this Article.

Article V

CREDIT UNDERWRITING AND ADMINISTRATION

(1) Effective as of the date of this Agreement, the Board shall ensure that all lending officers comply with all laws, rules, regulations, Bank policies and procedures, safe and sound banking practices, and fiduciary duties.

(2) Effective as of the date of this Agreement, the Bank may not grant, extend, renew, alter or restructure any loan or other extension of credit without:

- (a) documenting the specific reason or purpose for the extension of credit;
- (b) identifying the expected source of repayment in writing;
- (c) structuring the repayment terms to coincide with the expected source of repayment;
- (d) obtaining current and satisfactory credit information, including performing and documenting analysis of credit information and a detailed cash flow analysis of all expected repayment sources;
- (e) determining and documenting whether the loan complies with the Bank's Loan Policy and if it does not comply, providing identification of the exception and ample justification to support waiving the policy exception;
- (f) making and documenting the determinations made regarding the customer's ability to repay the credit on the proposed repayment terms;
- (g) providing an accurate risk assessment grade as further described in Article VI; and
- (h) documenting, with adequate supporting material, the value of collateral and properly perfecting the Bank's lien on it where applicable.

(3) Within sixty (60) days of the date of this Agreement, the Board shall take the necessary steps to obtain current and satisfactory credit information on all loans lacking such information, including those listed in the Report of Examination conducted as of March 31, 2007 (the "ROE"), in any subsequent Report of Examination, in any internal or external loan review, or in any listings of loans lacking such information provided to management by the National Bank Examiners at the conclusion of an examination.

(4) Within sixty (60) days of the date of this Agreement, the Board shall ensure proper collateral documentation is maintained on all loans and correct each collateral exception listed in the ROE, in any subsequent Report of Examination, in any internal or external loan review, or in any listings of loans lacking such information provided to management by the National Bank Examiners at the conclusion of an examination.

(5) Within sixty (60) days of the date of this Agreement, the Board shall revise, adopt, implement, and thereafter ensure Bank adherence to a written program of policies and procedures designed to aggregate and track exceptions to the Bank Loan Policy and underwriting guidelines for all loans and exceptions to the appraisal requirements described in Article VI. This includes at a minimum, monthly Board monitoring of policy exception reports that track aggregate number and dollar amount of loans with material underwriting exceptions by type of loan and loan officer.

Article VI

APPRAISAL AND EVALUATION PROCESS

(1) Within sixty (60) days of the date of this Agreement, the Board shall revise, adopt, implement and thereafter ensure Bank adherence to a written program of policies and procedures designed to ensure the Bank obtains appraisals in compliance with USPAP, 12 C.F.R. Part 34, Advisory Letter 2003-9, and OCC Bulletin 2005-6, to include at a minimum:

- (a) the required use of a standard appraisal form for ordering all appraisals;
- (b) the ordering of appraisals, independent of the lending function;
- (c) the use of Board approved appraisers only;
- (d) expectations regarding the selection of comparable sales, and when income or cost analysis should be used for income producing properties;

- (e) the establishment and implementation of a policy requiring a meaningful review, independent of the lender, of all appraisals to include analysis commensurate with the type, size and complexity of the property being appraised; and
- (f) the establishment of a tickler system for tracking appraisals ordered, received, returned, and reviewed.

Article VII

COMMERCIAL REAL ESTATE RISK MANAGEMENT

(1) Within sixty (60) days of the date of this Agreement, the Board shall revise, adopt, implement and thereafter ensure Bank adherence to a written program of policies and procedures designed to manage the risk in the Bank's commercial real estate ("CRE") loan portfolio in accordance with the guidelines in OCC Bulletin 2006-46, Concentration in Commercial Real Estate Lending, Sound Risk Management Practices (dated December 6, 2006) that, at a minimum, includes:

- (a) the establishment of an overall CRE strategy, to include CRE concentration limits stratified by type, locality and other meaningful measures;
- (b) monthly monitoring of concentration reports that stratify the CRE portfolio by product type, locality and other meaningful measures;
- (c) strategies and procedures to reduce CRE concentrations to conform with established limits;

- (d) portfolio-level multi-factor stress testing and/or sensitivity analysis to quantify the impact of changing economic conditions on asset quality, earnings, and capital;
- (e) significant individual loan stress testing and/or sensitivity analysis to quantify the impact of changing economic conditions on asset quality, earnings, and capital;
- (f) the establishment of Loan Policy CRE underwriting standards by CRE type that specifically include requirements relating to: approval authorizations, documentation, analysis, cash flow, collateral coverage, guarantors, appraisals, and loan covenants; and
- (g) strategies and procedures to ensure that the construction loans are monitored in accordance with the requirements of Article VIII.

(2) The Board shall submit a copy of the revised policies and procedures required by this Article to the Assistant Deputy Comptroller.

(3) At least quarterly, the Board shall submit a written assessment of the Bank's progress in reaching compliance with the policies and procedures required by this Article to the Assistant Deputy Comptroller.

(4) The Board shall ensure that the Bank has processes, personnel, and control systems to ensure implementation of and adherence to the policies and procedures developed pursuant to this Article.

Article VIII

CONSTRUCTION LOAN ADMINISTRATION

- (1) Within thirty (30) days of the date of this Agreement, the Board shall take the

necessary steps to ensure that construction loans are underwritten and monitored in a safe and sound manner. The Bank shall, at a minimum, establish procedures and/or requirements for:

- (a) advancing construction loan draws;
- (b) ensuring that construction loan draws are commensurate with the progress made toward completion of the project;
- (c) minimum borrower's hard equity investment in projects;
- (d) obtaining periodic, detailed construction loan inspection reports;
- (e) obtaining lien waivers from contractors and sub-contractors; and
- (f) waiving any requirement related to the monitoring of construction loans.

Article IX

CREDIT RISK RATINGS

(1) Within thirty (30) days of the date of this Agreement, the Board shall take all necessary steps to ensure that the Bank's loans and other assets are timely and appropriately risk rated and accounted for by the lending officers. Bank management shall provide a written report to be filed with the Board at least quarterly and shall use a loan grading system consistent with the guidelines set forth in Rating Credit Risk, A-RCR, of the Comptroller's Handbook. Such Board reports shall, at a minimum, provide:

- (a) an assessment of the overall quality of the loan portfolio;
- (b) the identification, type, rating, and amount of problem loans;
- (c) the identification and amount of delinquent loans;
- (d) the identification of all nonaccrual loans and leases;
- (e) credit and collateral documentation exceptions;

- (f) the identification and status of credit related violations of law, rule or regulation;
- (g) loans not in conformance with the Bank's Loan Policy and loans made with approved exceptions to the Bank's Loan Policy.
- (h) concentrations of credit;
- (i) loans to affiliates and related parties; and
- (j) the identity of the loan officer who originated each loan reported in accordance with subparagraphs (b) through (g) of this Paragraph.

Article X

EXTERNAL LOAN REVIEW

(1) Within thirty (30) days of the date of this Agreement, the Board shall employ a qualified consultant to perform an asset quality review of the Bank, with a particular emphasis upon loans originated by the Fort Collins Branch. The external loan review shall provide for a written report to be filed with the Board and shall use a loan and lease grading system consistent with the guidelines set forth in Rating Credit Risk of the Comptroller's Handbook. Such report shall, at a minimum, include comments and conclusions regarding:

- (a) the loan review scope and coverage parameters;
- (b) the overall quality of the loan and lease portfolios;
- (c) the identification, type, rating, and amount of problem loans and leases including grading differences;
- (d) the identification and amount of delinquent loans and leases;
- (e) credit and collateral documentation exceptions;

- (f) the identification and status of credit related violations of law, rule or regulation;
- (g) the identity of the loan officer who originated each loan reported in accordance with subparagraphs (b) through (e) of the Article;
- (h) concentrations of credit;
- (i) loans and leases to affiliates and related parties;
- (j) loans and leases not in conformance with the Bank's Loan Policy, and exceptions to the Bank's Loan Policy; and
- (k) any recommendations for improvements.

(2) Prior to the appointment or employment of any individual to this loan review consultant or entering into any contract with a consultant, the Board shall submit the name and qualifications of the proposed consultant and the proposed scope and terms of employment to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

Article XI

ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within sixty (60) days of the date of this Agreement, the Board shall review the adequacy of the Bank's Allowance for Loan and Lease Losses ("Allowance") and shall establish a program for the maintenance of an adequate Allowance. This review and program shall be designed to meet Generally Accepted Accounting Principles and regulatory guidance set forth in FAS 5, FAS 114, OCC Bulletin 2001-37, OCC Bulletin 2006-47, and the "Allowance for Loan and Lease Losses" booklet of the Comptroller's Handbook, and shall focus particular attention on the following factors:

- (a) suitable policies and procedures that communicate the ALLL process internally to all applicable personnel;
- (b) clear explanations and documentation for the ALLL analysis;
- (c) results of the Bank's internal risk ratings;
- (d) results of the Bank's external loan review;
- (e) an estimate of loss exposure on each impaired credit;
- (f) loan loss experience;
- (g) trends of delinquent and nonaccrual loans;
- (h) concentrations of credit in the Bank;
- (i) lending policies and procedures, including underwriting and collection, charge off and recovery practices;
- (j) changes in the nature and volume of the portfolio;
- (k) changes in lending management and staff;
- (l) changes in the loan review system; and
- (m) present and prospective economic conditions.

(2) The program shall provide for a review of the Allowance by the Board at least once each calendar quarter. Any deficiency in the Allowance shall be remedied in the quarter it is discovered, prior to the filing of the Consolidated Reports of Condition and Income, by additional provisions from earnings. Written documentation shall be maintained indicating the factors considered and conclusions reached by the Board in determining the adequacy of the Allowance.

Article XII

LIQUIDITY

- (1) Within sixty (60) days of the date of this Agreement, the Board shall take the necessary steps to ensure liquidity risk is controlled, to include at a minimum:
- (a) an Asset Liability Committee (“ALCO”) that formally meets at least quarterly;
 - (b) enhancements to the asset/liability management policy that incorporate forward-looking risk measurements and liability concentration limits such as limits on the amount of funds that may be sourced from any individual customer or groups of customers, or liability concentration limits by instrument;
 - (c) a sources and uses of funds report to assist with monitoring the funds flow in the Bank; and
 - (d) a contingency funding plan that forecasts funding needs and funding sources under a stressed scenario and should:
 - (i) represent management’s best estimate of balance sheet changes that may result from a liquidity or credit event;
 - (ii) identify, quantify, establish, and rank all sources of funding by preference for the various scenarios including asset side funding; liability side funding and off-balance sheet funding; and
 - (iii) ensure that administrative policies and procedures are consistent with the Board’s guidance and risk tolerances.

(2) The Board shall take appropriate action to ensure adequate sources of liquidity in relation to the Bank's needs. Monthly reports shall set forth liquidity requirements and sources and establish a contingency plan. Copies of these reports shall be forwarded to the Assistant Deputy Comptroller.

Article XIII

INTEREST RATE RISK POLICY

(1) Within ninety (90) days of the date of this Agreement, the Board shall adopt, implement, and thereafter ensure Bank adherence to a written interest rate risk program that shall include:

- (a) the implementation of an accurate, realistic interest rate risk model that is flexible to grow with the Bank's potential strategic changes;
- (b) training to ensure that senior management understands, documents, periodically reviews and adjusts as needed, assumptions used in the Bank's interest rate risk model;
- (c) training or the addition of knowledgeable staff in this area;
- (d) the establishment of reasonable limits on interest rate risk; and
- (e) an independent validation of the interest rate risk model on an at least an annual basis.

(2) The Board shall submit a copy of the revised program required by this Article to the Assistant Deputy Comptroller.

Article XIV

VIOLATIONS OF LAW

(1) The Board shall immediately take all necessary steps to ensure that Bank management corrects each violation of law, rule, or regulation, unsafe or unsound practice, or breach of fiduciary duty, cited in the ROE and in any subsequent Report of Examination or OCC correspondence. The monthly progress reports required by Article II of this Agreement shall include the date and manner in which each correction has been effected during that reporting period.

(2) Within sixty (60) days of the date of this Agreement, the Board shall adopt, implement, and thereafter ensure Bank adherence to specific procedures to prevent future violations, practices, and breaches as cited in the ROE and shall adopt, implement, and ensure Bank adherence to general procedures addressing compliance management which incorporate internal control systems and education of employees regarding laws, rules, regulations and duties applicable to their areas of responsibility.

(3) Within sixty (60) days of receipt of any subsequent Report of Examination or other OCC correspondence which cites violations of law, rule, or regulation, unsafe or unsound practice, or breach of fiduciary duty, the Board shall adopt, implement, and thereafter ensure Bank adherence to specific procedures to prevent future citations in the ROE and shall adopt, implement, and ensure Bank adherence to general procedures addressing compliance management which incorporate internal control systems and education of employees regarding laws, rules, regulations, and duties applicable to their areas of responsibility.

Article XV

INTERNAL AUDIT

(1) Within sixty (60) days of the date of this Agreement, the Board shall adopt, implement, and thereafter ensure Bank adherence to an independent and comprehensive internal audit program that:

- (a) includes procedures to assist in completing internal operations audits;
- (b) detects irregularities and weak practices in the Bank's operations;
- (c) determines the Bank's level of compliance with all applicable laws, rules, and regulations;
- (d) assesses and reports the effectiveness of policies, procedures, controls, and management oversight relating to accounting and financial reporting;
- (e) evaluates the Bank's adherence to established policies and procedures;
- (f) establishes a line of communication for audit reporting issues between the internal auditor, audit committee, and Board of directors;
- (g) ensures audit work papers and documentation of conclusions provide a meaningful audit trail and validation for findings and recommendations;
- (h) ensures timely management responses and corrective actions on identified weaknesses; and
- (i) establishes an annual audit plan using a risk-based approach sufficient to achieve these objectives.

(2) As part of this audit program, the Board shall evaluate the audit reports of any party providing services to the Bank, and shall assess the impact on the Bank of any audit deficiencies cited in such reports.

(3) The Board shall ensure that the audit function is supported by an adequately staffed department, with respect to both the experience level and number of the individuals employed.

(4) The Board shall ensure that the audit program is independent. The person(s) responsible for implementing the internal audit program described above shall report directly to the Board and/or Board Audit Committee (comprised of at least two (2) external directors), which shall have the sole power to direct their activities. All reports prepared by the audit staff shall be filed directly with the Board and/or Board Audit Committee and not through any intervening party.

(5) Upon adoption, a copy of the internal audit program shall be promptly submitted to the Assistant Deputy Comptroller.

Article XVI

CLOSING

(1) Although the Board has agreed to submit certain programs and reports to the Assistant Deputy Comptroller for review or prior written determination of no supervisory objection, the Board has the ultimate responsibility for proper and sound management of the Bank.

(2) It is expressly and clearly understood that if, at any time, the Comptroller deems it appropriate in fulfilling the responsibilities placed upon him by the several laws of the United States of America to undertake any action affecting the Bank, nothing in this Agreement shall in any way inhibit, estop, bar, or otherwise prevent the Comptroller from so doing.

(3) Any time limitations imposed by this Agreement shall begin to run from the effective date of this Agreement. Such time requirements may be extended in writing by the Assistant Deputy Comptroller for good cause upon written application by the Board.

(4) The provisions of this Agreement shall be effective upon execution by the parties hereto and its provisions shall continue in full force and effect unless or until such provisions are amended in writing by mutual consent of the parties to the Agreement or excepted, waived, or terminated in writing by the Comptroller.

(5) In each instance in this Agreement in which the Board is required to ensure adherence to, and undertake to perform certain obligations of the Bank, it is intended to mean that the Board shall:

- (a) authorize and adopt such actions on behalf of the Bank as may be necessary for the Bank to perform its obligations and undertakings under the terms of this Agreement;
- (b) require the timely reporting by Bank management of such actions directed by the Board to be taken under the terms of this Agreement;
- (c) follow-up on any non-compliance with such actions in a timely and appropriate manner; and
- (d) require corrective action be taken in a timely manner of any non-compliance with such actions.

(6) This Agreement is intended to be, and shall be construed to be, a supervisory “written agreement entered into with the agency” as contemplated by 12 U.S.C. § 1818(b)(1), and expressly does not form, and may not be construed to form, a contract binding on the Comptroller or the United States. Notwithstanding the absence of mutuality of obligation, or of

consideration, or of a contract, the Comptroller may enforce any of the commitments or obligations herein undertaken by the Bank under his supervisory powers, including 12 U.S.C. § 1818(b)(1), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the Comptroller has any intention to enter into a contract. The Bank also expressly acknowledges that no officer or employee of the Office of the Comptroller of the Currency has statutory or other authority to bind the United States, the U.S. Treasury Department, the Comptroller, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the Comptroller's exercise of his supervisory responsibilities. The terms of this Agreement, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements or prior arrangements between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller, has hereunto set her hand on behalf of the Comptroller.

Signed

9/25/2007

Jame E. Sloan
Assistant Deputy Comptroller
Denver Field Office

Date

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of
Directors of the Bank, have hereunto set their hands on behalf of the Bank.

	<i>Signature</i>	<i>Date</i>
Mike C. Adams	/s/	9/21/2007
Rod Arndt	/s/	9/21/2007
Jack Bedessem	/s/	9/21/2007
Timothy S. Borden	/s/	9/21/2007
John A. Buxton	/s/	9/21/2007
Kevin J. Dooley	/s/	9/21/2007
Daniel G. Furphy	/s/	9/21/2007
W. Paul Greaser	/s/	9/21/2007
Paul Hickey	/s/	9/21/2007
Paul Hoffman	/s/	9/21/2007
Forrest M. Kepler	/s/	9/21/2007
Alan Kirkbride	/s/	9/21/2007
Gerald Long	/s/	9/21/2007
John Scott	/s/	9/21/2007
Galyn M. Stahl, M.D.	/s/	9/21/2007
Ken Veal	/s/	9/21/2007
Alvin Wiederspahn	/s/	9/21/2007