

AGREEMENT BY AND BETWEEN
Native American Bank, National Association, Denver, Colorado
and
The Comptroller of the Currency

Native American Bank, National Association, Denver, Colorado (“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 unsafe and unsound banking practices relating to its Board and management oversight, credit underwriting, credit administration, and management of liquidity.

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 thirty (30) days of this Agreement, the Board shall appoint a Compliance Committee of at least three (3) directors of which at least two (2) must not be an employee 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 of the Denver Field Office (the “Assistant Deputy Comptroller”) of the Office of the Comptroller of the Currency (the “OCC”).

(2) The Compliance Committee shall be responsible for monitoring and coordinating the Bank’s adherence to the provisions of this Agreement and shall meet at least monthly.

(3) By no later than September 30, 2008, and by the end of every calendar month thereafter, the Compliance Committee shall 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 ten (10) days of receiving such report.

Article III

MANAGEMENT AND BOARD SUPERVISION

(1) Within ninety (90) days of this Agreement, the Board shall take the necessary steps to eliminate the deficiencies in management leadership and Board oversight as described in the Report of Examination conducted as of December 31, 2007 and updated through March 31, 2008 (the "ROE"), to include specific actions for attaining the necessary management expertise and Board involvement to return the Bank to a safe and sound condition.

(2) Within ninety (90) days of this Agreement, the Board shall take the necessary steps to eliminate the deficiencies in corporate governance practices, including but not limited to:

- (a) the development of sound operating policies and procedures;
- (b) procedures to ensure accurate regulatory and Board reporting;
- (c) the development of sound internal controls to monitor policy adherence;
- and
- (d) assigned accountability for these processes.

(3) Within forty-five (45) days of this Agreement, the Board shall take the necessary steps to appoint a President, Senior Lending Officer, and Chief Financial Officer, with the

knowledge, skills, and abilities, including but not limited to, the technical expertise and the leadership skills, necessary to return the Bank to a safe and sound condition and manage its affairs thereafter in a safe and sound manner.

(4) Prior to the appointment or employment of the President, Senior Lending Officer, or Chief Financial Officer, or entering into any contract with any person for any of these positions, the Board shall submit the names and qualifications of these individuals and the proposed terms of their employment to the Assistant Deputy Comptroller for prior written determinations of no supervisory objection.

(5) The Deputy Comptroller shall have the power to disapprove the appointment of the proposed new executive officers. However, the lack of disapproval of such individuals shall not constitute an approval or endorsement of them.

(6) Within ninety (90) days of this Agreement, the Board shall ensure that it maintains qualified, competent management and staff to ensure the Bank operates in a safe and sound manner.

Article IV

STRATEGIC PLANNING

(1) Effective as of this Agreement, the Bank shall not increase its total loan commitments from the amount reported in its June 30, 2008 Consolidated Report of Condition (“Call Report”), unless it receives a prior written determination of no supervisory objection, which will not be granted until or unless the Bank corrects the deficiencies in Asset Quality as described in the Report of Examination conducted as of December 31, 2007 and updated through March 31, 2008 (the “ROE”) and returns the Bank to a satisfactory condition.

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

- (a) when the Bank is in compliance with 12 U.S.C. §§ 56 and 60; and
- (b) 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.

(3) Within ninety (90) days of this Agreement, the Board shall develop a written 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 strategic and other requirements of this Article. A copy of the Bank’s Three-Year Plan shall be forwarded to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection.

(4) 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) an assessment of the Bank’s present and future operating environment;
- (b) the development of strategic goals and quantifiable measures with specific implementation dates to ensure the Bank attains sustained earnings to support capital and liquidity;
- (c) 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;

- (d) specific plans to establish responsibilities and accountability for the strategic planning process, new products, proposed changes in the Bank's operating environment, reducing problem assets, and maintenance of adequate liquidity;
- (e) control systems to identify and reduce risk to earnings, capital, and liquidity, and risks associated with any proposed changes in the Bank's operating environment;
- (f) recognition that the Bank cannot offer or introduce new products or enter new market segments until it adopts an appropriate credit culture, implements sound liquidity management practices and sound risk management principles, and returns the Bank's condition to satisfactory;
- (g) specific plans for the maintenance of adequate liquidity in accordance with the requirements of Article V;
- (h) a dividend policy that only permits the declaration of a dividend in accordance with Paragraph (2) of this Article;
- (i) projections for capital and liquidity requirements based upon a detailed analysis of the Bank's assets, liabilities, earnings, fixed assets, and off-balance sheet activities;
- (j) 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; and

- (k) systems to monitor the Bank's progress in meeting the plan's goals and objectives.

(5) Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall immediately implement and thereafter ensure adherence to the Bank's Three-Year Plan.

Article V

LIQUIDITY MANAGEMENT

(1) Within thirty (30) days of this Agreement, the Board shall develop and submit for a prior written determination of no supervisory objection, a written liquidity program to ensure the Bank maintains liquidity at a level that is sufficient to sustain the Bank's current operations and to withstand any anticipated or extraordinary demand against its funding base, to include at a minimum:

- (a) the appointment of a senior officer to be responsible for ensuring that the Bank has adequate liquidity to meet all of the Bank's funding needs;
- (b) a proactive Asset Liability Committee ("ALCO") that formally meets at least weekly;
- (c) the maintenance of sustained on-balance sheet liquidity;
- (d) the elimination of reliance upon non-core/non-relationship brokered deposits;
- (e) the diversification of risk by staggering the maturities of large deposits;
- (f) the establishment of back-up wholesale funding sources;
- (g) policies and procedures to ensure the implementation of adequate liquidity planning tools, to include:

- (i) a review of administrative policies and procedures to ensure they are consistent with the Board's guidance and risk tolerances;
 - (ii) specific balance sheet liquidity targets that are consistent with the tools used to measure performance;
 - (iii) reasonable risk limits to control the level of liquidity risk 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; and
- (h) a contingency funding plan that ensures the Bank can remain liquidity solvent through stressed environments and that includes, at a minimum:
- (i) management's best estimate of balance sheet changes that may result from a liquidity or credit event;
 - (ii) specific terms that trigger enactment;
 - (iii) necessary management information systems and reporting criteria for use in crises situations;
 - (iv) management responsibilities for enacting the plan and for taking specific actions once enacted; and
 - (v) prioritization of all sources of funding for the various scenarios including asset side funding, liability side funding, and off-balance sheet funding.

(2) After the OCC has advised the Bank that it does not take supervisory objection to the liquidity program required by this Article, the Board shall immediately implement, and shall thereafter ensure adherence to its terms.

Article VI

CREDIT ADMINISTRATION AND UNDERWRITING

(1) Effective as 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) Within thirty (30) days of this Agreement, the Board shall ensure that the Bank hires and maintains sufficient credit administration support staff to comply with this Agreement, all applicable laws, rules, regulations, Bank policies and procedures, and safe and sound banking practices.

(3) Effective as of the date of this Agreement, the Bank may not renew, grant, purchase, assume or acquire in any manner, directly or indirectly, any loan participation, loan obligation or other asset, unless the Bank has:

- (a) retained competent and capable lending staff with the knowledge, skills, and ability to properly underwrite, on its own, such a loan; and
- (b) prepared written lending policies and procedures to ensure that the renewal, grant, purchase, assumption, or acquisition complies with safe and sound banking practices and applicable laws, regulations and regulatory guidance. The Bank's revised policies and procedures shall provide specific guidance for the underwriting and monitoring for the following:

- (i) participations purchased;
- (ii) income producing commercial real estate or construction and development of commercial real estate; and
- (iii) loans to any insider as that term is defined in 12 C.F.R. § 215.2;

(4) Within ninety (90) days of this Agreement, the Board shall prepare and submit to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection, a written program designed to ensure that the Bank's credit relationships are monitored and administered in a safe and sound manner, including the development of policies and procedures to ensure that lending officers:

- (a) formally review all credit relationships totaling \$100,000 or more, at least every twelve months, and that such reviews are written and contain, at a minimum, an analysis of:
 - (i) current and satisfactory credit information, including a detailed cash flow analysis of all expected repayment sources and the financial position of the borrower and/or guarantor support;
 - (ii) the value of any pledged collateral, with adequate supporting material;
 - (iii) compliance with any loan covenants;
 - (iv) repayment prospect considering appropriate stressed-scenarios;
 - (v) the borrower's operating environment, including any potential changes; and
 - (vi) the proposed risk assessment grade;

- (b) obtain timely borrowing base reports, perform appropriate reviews, and take timely corrective actions for all loans totaling \$50,000 or more, secured by inventory and/or accounts receivable; and
- (c) maintain proper collateral margins in loans made for the purpose of constructing or developing real estate, including but not limited to, procedures for ensuring that:
 - (i) periodic, meaningful, well-documented, inspections are performed on all construction projects;
 - (ii) draws requests are advanced in accordance with construction progress and budget;
 - (iii) documentation of project completion versus amount advanced is maintained;
 - (iv) lien waivers are obtained from contractors and sub-contractors; and
 - (v) borrower's hard equity is tracked by project.

(5) Within thirty (30) days of this Agreement, the Board shall take the necessary steps to obtain current and satisfactory credit information on all loans and loan participations lacking such information, including those 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.

(6) Within thirty (30) days of this Agreement, the Board shall ensure proper collateral documentation is maintained on all loans and loan participations, and that it corrects 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.

(7) Upon receipt of a prior written no supervisory objection to the program required by Paragraph (4) of this Article, 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 VII. 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.

(8) Within sixty (60) days of the date of this Agreement, the Board shall take the necessary steps to eliminate credit, collateral, and Bank Loan Policy exceptions, to include, at a minimum, the development of a program that makes loan officers accountable for such exceptions and considers such exceptions in the periodic performance reviews and compensation of such loan officers.

(9) Upon receiving a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall immediately implement and thereafter ensure adherence to the policies, procedures, and/or programs required by this Article.

Article VII

APPRAISAL AND EVALUATION PROCESS

(1) Within sixty (60) days 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 VIII

PROBLEM LOAN MANAGEMENT

(1) Effective as of this Agreement, the Board shall take immediate and continuing action to protect its interest in those assets criticized in the ROE, in any subsequent Report of Examination, by internal or external loan review, or in any list provided to management by the National Bank Examiners during any examination.

(2) The Board's compliance with Paragraph (1) of this Article shall include the development of procedures for the monthly submission and review of reports of all criticized credit relationships totaling \$100,000 or above, that require, at a minimum, analysis and documentation of the following:

- (a) an identification of the expected sources of repayment;

- (b) the appraised value of supporting collateral and the position of the Bank's lien on such collateral where applicable as well as other necessary documentation to support the collateral valuation;
- (c) an analysis of current and satisfactory credit information, including cash flow analysis where loans are to be repaid from operations;
- (d) the proposed action to eliminate the basis of criticism and the time frame for its accomplishment;
- (e) trigger dates for positive borrower actions or for loan officers to reassess the strategy and enact collection plans; and
- (f) for criticized participation purchases of \$100,000 or above, the reports shall also include a backup action plan to take the lead in eliminating the criticism of the credit in the event that the lead financial institution fails to effectively manage the credit.

(3) Effective as of this Agreement, the Bank may not extend credit, directly or indirectly, including renewals, extensions, capitalization of accrued interest, or renew its purchase of a participation purchased, to a borrower whose loans or other extensions of credit are criticized in the ROE, in any subsequent Report of Examination, in any internal or external loan review, or in any list provided to management by the National Bank Examiners during any examination and whose aggregate loans or other extensions total \$100,000, or more, unless each of the following conditions is met:

- (a) the Board finds that the extension of additional credit is necessary to promote the best interests of the Bank and that prior to renewing, extending or capitalizing any additional credit, a majority of the full Board

approves the credit extension and records, in writing, why such extension is necessary to promote the best interests of the Bank; and

- (b) the Board's formal plan to collect or strengthen the criticized asset will not be compromised.

Article IX

OTHER REAL ESTATE OWNED

(1) Within sixty (60) days of this Agreement, the Board shall adopt, implement, and thereafter ensure Bank adherence to a program to ensure that Other Real Estate Owned ("OREO") is managed in accordance with 12 U.S.C. § 29 and 12 C.F.R. Part 34. The program shall, at a minimum, address:

- (a) proper accounting procedures for OREO properties from transfer to the Bank and until and upon sale to a third party;
- (b) procedures to require timely appraisals pursuant to 12 C.F.R. § 34.85 and 12 C.F.R. Part 34, Subpart C;
- (c) diligent sales efforts;
- (d) reporting systems; and
- (e) the preparation of monthly action plans that provide the Board with the status of each OREO property and that:
 - (i) identify the Bank officer(s) responsible for managing and authorizing transactions relating to the OREO properties;
 - (ii) contain an analysis of each OREO property which compares the cost to carry against the financial benefits of near term sale;
 - (iii) detail the marketing strategies for each parcel;

- (iv) identify targeted time frames for disposing each parcel of OREO;
and
- (v) establish procedures to require periodic market valuations of each property, and the methodology to be used.

(2) Upon adoption, the Board shall submit a copy of the program to the Assistant Deputy Comptroller.

Article X

CREDIT RISK RATINGS AND NONACCRUAL RECOGNITION

(1) Within thirty (30) days of this Agreement, the Board shall develop a program to ensure that the risk associated with the Bank's loans is properly reflected and accounted for on the Bank's books and records, to include, at a minimum, provisions requiring that:

- (a) the Bank's loans and other assets are appropriately and timely risk rated and charged-off by the lending officers using a loan grading system that is based upon current facts, existing repayment terms and that is consistent with the guidelines set forth in Rating Credit Risk, A-RCR, of the *Comptroller's Handbook*;
- (b) the Bank's loans and other assets are timely placed on nonaccrual by the lending officers in accordance with the guidelines set forth in the Call Report;
- (c) loan officers are accountable for failing to appropriately and timely risk rate and/or place loans on nonaccrual; and
- (d) consideration of loan officer failure to properly risk rate and/or place loans on nonaccrual in periodic performance reviews and compensation.

Article XI

EXTERNAL LOAN REVIEW

(1) Within thirty (30) days of this Agreement, the Board shall employ a qualified consultant to perform an asset quality review of the Bank. 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) loans and leases not in conformance with the Bank's Loan Policy, and exceptions to the Bank's Loan Policy;
- (g) the identification and status of credit related violations of law, rule or regulation;
- (h) the identity of the loan officer who originated each loan reported in accordance with Subparagraphs (c) through (g) above;
- (i) concentrations of credit;
- (j) loans and leases to affiliates, insiders, and related interests; 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 XII

ALLOWANCE FOR LOAN AND LEASE LOSSES

(1) Within sixty (60) days 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 appropriate Allowance. This review and program shall be designed to meet Generally Accepted Accounting Principles ("GAAP") 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 Allowance process internally to all applicable personnel;
- (b) clear explanations and documentation for the Allowance 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 Call Report, 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.

(3) The Board shall conduct a review of the Bank's Allowance methodology at least annually to determine, and if necessary, update, the Bank's Allowance methodology to ensure it complies with GAAP and regulatory guidance.

Article XIII

INTERNAL AUDIT

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

- (a) identifies an officer responsible for coordinating the Bank's outsourced internal audit program;
- (b) establishes a line of communication for audit reporting issues between the internal auditor, audit committee, and board of directors;

- (c) ensures audit work papers and documentation of conclusions provide a meaningful audit trail and validation for findings and recommendations;
- (d) ensures timely management responses and corrective actions on identified weaknesses;
- (e) establishes an annual audit plan using a risk-based approach sufficient to achieve these objectives; and
- (f) a formal Board tickler system that tracks the status of all reported deficiencies until corrected.

(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 within thirty (30) days of receipt.

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

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

Article XIV

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 has set her hand this 18th day of August 2008.

/s/

8/18/08

Karen M. Boehler
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.

/s/	8/18/08
_____ Elouise C. Cobell	_____ Date
/s/	8/18/08
_____ Gene A. Keluche	_____ Date
/s/	8/18/08
_____ Byron I. Mallott	_____ Date
/s/	8/18/08
_____ Donald H. McLean	_____ Date
_____ Kent A. Paul	_____ Date
/s/	8/18/08
_____ William D. Snider	_____ Date
/s/	8/18/08
_____ Lewis A. Anderson	_____ Date