

AGREEMENT
By and Between
Solera National Bank, Lakewood, Colorado
and
The Comptroller of the Currency

Solera National Bank, Lakewood, 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, and credit risk management and administration.

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) This Agreement shall not be construed to require the Bank to meet and maintain a specific capital level as described in 12 C.F.R. § 6.4(b)(iv).

Article II

Compliance Committee

(1) Within five (5) days of this Agreement, the Board shall appoint a Compliance Committee consisting of at least four (4) directors, the majority of which shall not be employees or controlling shareholders 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.

(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 December 31, 2014, 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 provide a summary report of the progress reached in attaining compliance with each Article of this Agreement to the Assistant Deputy Comptroller within fifteen

(15) days of the end of each calendar quarter (e.g., January 15th, April 15th, July 15th, and October 15th), beginning with the first quarter of 2015.

(5) All reports, plans or programs which the Bank or Board has agreed to submit to the Assistant Deputy Comptroller pursuant to this Agreement shall be forwarded, by overnight mail or via email, to the following:

Assistant Deputy Comptroller
Denver Field Office
1225 17th Street, Suite 450
Denver, Colorado 80202-5534
Gary.TeKolste@occ.treas.gov

(6) The Board shall ensure that the Bank has the processes, personnel, and control systems to ensure implementation of, and adherence to, the policies, procedures, and programs required by this Agreement.

Article III

Management and Board Supervision

(1) Within thirty (30) days of this Agreement, the Board shall take action to add at least one additional, qualified, independent director vested with substantial business and banking experience to help provide guidance to the existing Board members in their oversight of the Bank's affairs by providing the Assistant Deputy Comptroller with written notice of the proposed director(s). The proposed director(s) may not be an insider of the Bank; employee of the Bank, affiliate of the Bank; insider of a subsidiary or affiliate of the Bank; controlling shareholder of the Bank or any of its affiliates; or family member of any controlling shareholder of the Bank, insider of the Bank, employee of the Bank, employee of a subsidiary or affiliate of the Bank, or employee of an insider of the Bank. For purposes of this Agreement, "affiliate" shall have the meaning set forth in 12 C.F.R. § 223.2(a), as if the Bank were a member bank, provided that any subsidiary of

the Bank shall be considered an affiliate of the Bank, and “insider” shall have the meaning set forth in 12 C.F.R. § 215.2(h).

(2) Within thirty (30) days of this Agreement, the Board shall take the necessary steps to eliminate deficiencies in management leadership and Board oversight as described in the Report of Examination conducted as of June 30, 2014 (the “ROE”), to include at a minimum, the appointment of a qualified Chief Executive Officer, Chief Credit Officer, and Compliance Officer so that these positions are filled with dedicated individuals vested with sufficient time, knowledge, skills, and abilities, including but not limited to, the technical expertise and the leadership skills and authority, necessary to fulfill the duties and responsibilities of the respective position and to ensure the Bank’s compliance with this Agreement and the safe and sound operation of the Bank.

(3) If the Board is unable to appoint a qualified candidate to serve as a director, Chief Executive Officer, Chief Credit Officer, and/or Compliance Officer within the time-frames set forth in Paragraphs (1) and (2) of this Article, the Board shall provide documentation of its efforts to identify such candidates to the Assistant Deputy Comptroller. Thereafter, the Board shall provide quarterly reports to the Assistant Deputy Comptroller summarizing its continuing efforts to identify such candidates.

(4) If a Board or senior executive officer position (as defined in 12 C.F.R. § 5.51), including, but not limited to, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, and Chief Lending Officer is, or at any time becomes, vacant, the Board shall, within ninety (90) days of such vacancy, after complying with the prior notice requirements of 12 C.F.R. § 5.51, appoint a capable person to the vacant position who shall be vested with sufficient executive authority to ensure the Bank’s compliance with this Agreement and the safe and sound operation of functions within the scope of that position’s responsibility. The Board shall also provide a written statement of the Board’s reasons for selecting the proposed employee, a written description of the

proposed employee's duties and responsibilities, the proposed terms of employment, and a copy of any employment contract to the Assistant Deputy Comptroller for a prior written determination of no objection. Prior to the submission of any such contract to the Assistant Deputy Comptroller, the Board shall ensure that the contract fully complies with the requirements of all applicable laws, regulations, and regulatory guidance relating to executive compensation, golden parachute, and indemnification payments.

(5) 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 (including appropriate policies and procedures) designed to correct the Bank's deficiencies in Board oversight, corporate governance, and management. The program shall include, at a minimum:

- (a) the development of revised corporate governance policies and procedures designed to ensure the Board provides proper oversight of the affairs of the Bank, to include, at a minimum, detailed written descriptions of:
 - (i) the Bank's corporate governance and decision-making process;
 - (ii) the Board's risk tolerance, including appropriate risk limits that address quantitative measures using forward-looking assumptions to allocate risk;
 - (iii) job descriptions for all executive officers including responsibilities and authorities;
 - (iv) organizational chart; and
- (v) the structure, purpose, membership, meeting frequency, and minutes requirements for each committee;

- (b) the identification of present and future management and staffing requirements of each area of the Bank, including specific plans to ensure the maintenance of staff sufficient to implement the Bank’s Capital and Strategic Plan consistent with Article IV, to ensure the Bank operates in a safe and sound manner and in compliance with all applicable laws, rules, and regulations, and to achieve compliance with this Agreement;
- (c) the development and implementation of a formal succession plan for key management positions and the Board that addresses short and long-term strategies for filling vacancies;
- (d) a training program to address identified weaknesses in the skills and abilities of the Bank’s staff, management team and Board members;
- (e) the development of policies and procedures to ensure that management appropriately responds to any audit or compliance criticisms, and regulatory violations of law, unsafe or unsound banking practices, breaches of fiduciary duty, and Matters Requiring Attention (collectively, “material criticisms”);
- (f) the development of processes designed to ensure effective Board oversight over the internal audit function, to include, at a minimum:
 - (i) the appointment of a member of Bank management responsible for providing day-to-day oversight of the audit program;
 - (ii) the development, administration, and management of a risk-based audit program and schedule;
 - (iii) regularly scheduled Audit Committee meetings and documented minutes reflecting audit decisions;

- (iv) Board review of completed audit reports in a timely manner;
 - (v) ongoing review and maintenance of the audit response tracking report;
 - (vi) review of management's actions to respond to and address audit findings;
 - (vii) periodic reviews of outsourced auditor performance to ensure outsourced auditors maintain sufficient expertise to perform effectively throughout the life of the arrangement;
 - (viii) completion of the 2014 Information Technology/Federal Financial Institutions Examination Council ("IT/FFIEC") and Bank Secrecy Act ("BSA") System Validation audits;
 - (ix) training on internal audit processes; and
- (g) assigned accountability for the various policies and procedures required by this program.
- (6) 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 program required by this Article.

Article IV

Capital and Strategic Plan

(1) Effective immediately, the Bank shall only declare dividends when the Bank has received a prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

(2) Within ninety (90) days of this Agreement, the Board shall develop a written capital and strategic plan for the Bank covering at least the next three (3) years from the date of this

Agreement (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.

(3) 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 evaluation of the Bank’s present and future operating environment that establishes measurable goals and objectives for both the short and long term;
- (b) an action plan identifying the major areas and means by which the Board and management will seek to improve earnings performance that focuses in particular on items contributing to core Bank earnings and the control and reduction of non-interest expenses;
- (c) specific plans for the monitoring and reduction of problem assets;
- (d) recognition that the Bank cannot offer or introduce new products, or enter new market segments until it adopts an appropriate credit culture, implements sound risk management principles, and returns the Bank’s condition to satisfactory;
- (e) a financial forecast to include projections for major balance sheet and income statement accounts and desired financial ratios over the period covered by the strategic plan;

- (f) a dividend policy that only permits the declaration of a dividend in accordance with Paragraph (1) of this Article;
- (g) stress testing of factors that may have a significant impact on earnings or capital consistent with OCC Bulletin 2012-16, Guidance for Evaluating Capital Planning and Adequacy;
- (h) specific plans for the maintenance of adequate capital as required by the OCC, and sufficient to be well capitalized under 12 C.F.R. Part 6, that include primary and secondary sources and timing to meet current and future needs consistent with the Bank's overall condition and risk profile;
- (i) specific implementation dates, individual responsibilities, and accountability measures;
- (j) the maintenance of staff sufficient to implement the Three-Year Plan consistent with Article III, Paragraph 5(c) of this Agreement; and
- (k) systems to monitor the Bank's progress in meeting the plan's goals and objectives.

(4) Excluding changes relating to the Bank's fulfillment of the requirements of this Agreement, the Bank shall not significantly deviate from the products, services, asset composition and size, funding sources, structure, operations, policies, procedures, and markets of the Bank that existed before this Agreement without first obtaining the Assistant Deputy Comptroller's prior written determination of no supervisory objection to such significant deviation or to the Bank's Three-Year Plan. Any request to the Assistant Deputy Comptroller for a prior written determination of no supervisory objection to a significant deviation must include an assessment of the impact of such change on the Bank's condition.

(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. The Board shall review and update the Bank's Three-Year Plan at least annually or more frequently if necessary or if requested by the Assistant Deputy Comptroller.

(6) The Bank may not initiate any action that deviates significantly from the Bank's Three-Year Plan without a written determination of no supervisory objection from the Assistant Deputy Comptroller. The Board must give the Assistant Deputy Comptroller advance, written notice of its intent to deviate significantly from the Bank's Three-Year Plan, along with an assessment of the impact of such change on the Bank's condition, including a profitability analysis and an evaluation of the adequacy of the Bank's organizational structure, staffing, management information systems, internal controls, and written policies and procedures to identify, measure, monitor, and control the risks associated with the change in the Bank's Three-Year Plan.

(7) For the purposes of this Article, changes that may constitute a significant deviation from the Bank's Three-Year Plan include, but are not limited to a change in the Bank's: (a) marketing strategies or marketing partners; (b) product or service offerings, including fee structure or pricing; (c) underwriting practices and standards, credit administration, account management, collection strategies or operations; (d) accounting processes and practices; or (e) funding strategy; any of which, alone or in aggregate, may result in material growth or have a material impact on the Bank's operations or financial performance; or any other changes in personnel, operations, or external factors that may have a material impact on the Bank's growth, operations or financial performance. For purposes of this Article, "personnel" shall include the President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Lending Officer, Chief Compliance Officer, Risk Manager, Auditor, member of the Bank's Board of Directors, or any other position

subsequently identified in writing by the Assistant Deputy Comptroller. Whether a change constitutes a significant deviation for purposes of this Article will be determined in the sole discretion of the Assistant Deputy Comptroller. If the Bank is unclear as to whether a change would constitute a significant deviation for purposes of this Article, the Bank shall inquire with the Assistant Deputy Comptroller prior to making such a change to determine whether supervisory non-objection is required.

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. The Board shall ensure that there is a program in place that includes:

- (a) procedures to ensure that loan officers appropriately analyze, document, and communicate appropriate credit and collateral information at origination and over the life of the loan;
- (b) a requirement to establish a training policy for loan officers to ensure they understand policy requirements;
- (c) policies and procedures designed to aggregate, track and eliminate exceptions to the Loan Policy, underwriting guidelines, and supervisory loan to value limits, for all loans to include, at a minimum, monthly Board monitoring of policy exception reports that track aggregate number and dollar amount of loans with material exceptions by type of loan, loan officer, and age;

- (d) policies and procedures to ensure that all loans are properly monitored to include periodic receipt (no less than annually), analysis and documentation of sufficient financial and operating information to measure and monitor the borrower's and guarantor's financial condition and repayment ability, to include periodic (at least annually) cash flow analysis of income-producing collateral;
- (e) policies and procedures to track, monitor, and enforce covenants in promissory notes or loan agreements;
- (f) requirement to perform portfolio stress testing consistent with regulatory guidance in OCC Bulletin 2012 33, "Community Bank Stress Testing," dated October 18, 2012;
- (g) appropriate policies, procedures, and controls prior to offering any new products or services; and
- (h) procedures to hold lending staff accountable for noncompliance with the Bank's Loan Policy and other underwriting requirements, including, but not limited to, failure to monitor, track, or enforce loan covenants; and failure to aggregate, track, or correct exceptions, which at a minimum, are considered in the periodic performance reviews and compensation of such lending staff.

(2) Within forty-five (45) 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 plan (including appropriate policies and procedures) regarding how the credit approval and administration function will operate in a safe and sound manner until a permanent, full-time, qualified Chief Credit Officer is hired to oversee the Bank's credit risk management and

administration function (“Credit Risk Management Plan”). The Credit Risk Management Plan shall address, at a minimum, how the Bank will review and approve all new credit extensions, renewals, modifications, restructures, or any other loan or extension of credit, or the purchase of loan participation. Effective as of the date of this Agreement, the Bank may not make any new loan or other extension of credit, purchase any loan participation, or renew any existing loan with an advancement of new funds, until the OCC provides a prior written determination of no supervisory objection to a Credit Risk Management Plan, or until the Board hires a qualified individual to serve as a permanent, full-time Chief Credit Officer in accordance with the requirements of Article III of this Agreement and 12 C.F.R. § 5.51.

(3) Subsequent to the receipt of a prior written determination of no supervisory objection to the Credit Risk Management Plan or the employment of a qualified, permanent, full-time Chief Credit Officer, the Bank may not grant, extend, renew, modify or restructure any loan or other extension of credit, or purchase any loan participation equal to or exceeding one hundred thousand dollars (\$100,000), 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 and the useful life of the collateral;
- (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, including global cash flow analysis, evaluation of contingent liabilities and verification of liquid assets, where appropriate;

- (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 and proper accrual status for each credit;
- (h) obtaining an appraisal or evaluation as appropriate;
- (i) documenting, with adequate supporting material, the value of collateral and properly perfecting the Bank's lien on it where applicable;
- (j) determining and documenting that any participations purchased comply with safe and sound banking practices, guidelines set forth in Banking Circular 181 (Revised), dated August 2, 1984, and the requirements of 12 C.F.R. Part 34; and
- (k) obtaining the written approval of the Bank's Loan Committee or Board.

(4) The Board shall ensure that current and satisfactory credit and proper collateral information is maintained on all loans. Within thirty (30) days of notification, the Board shall ensure that the Bank obtains any missing credit or collateral information described in the ROE, 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 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.

Article VI

Credit Risk

(1) Within sixty (60) 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 lending staff receives sufficient training with respect to the application of Subparagraphs (a) and (b) of this Article;
- (c) loan officers are accountable for failing to appropriately and timely risk rate; and
- (d) loan officer failure to properly risk rate is considered in periodic performance reviews and compensation.

(2) Within sixty (60) days of this Agreement, the Board shall take the necessary steps to ensure that all commercial credit relationships equaling one hundred thousand (\$100,000) or more are formally reviewed at least annually by the assigned loan officer and accurately risk rated consistent with the guidelines set forth in Rating Credit Risk, A-RCR, of the *Comptroller's Handbook*.

(3) Effective as of the date of this Agreement, the Board shall revise, adopt, implement, and thereafter ensure adherence to written policies and procedures for maintaining an appropriate Allowance for Loan and Lease Losses ("Allowance") in accordance with GAAP. The Allowance

policies and procedures shall be consistent with the guidance set forth in the Federal Financial Institutions Examination Council's "Interagency Policy Statement on the Allowance for Loan and Lease Losses," dated July 20, 2001 (OCC Bulletin 2001-37), and "Guidance and Frequently Asked Questions (FAQs) on the ALLL," dated Dec. 13, 2006 (OCC Bulletin 2006-47).

(4) Effective immediately, the Board shall continue to employ a qualified consultant to perform semi-annual asset quality reviews of the Bank's loan portfolio. The Bank shall not terminate the consultant's asset quality review services without a prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

(5) After the Board has developed the various programs, policies, and procedures required by this Article, the Board shall immediately implement, and shall thereafter ensure adherence to, such programs, policies, and procedures.

Article VII

Problem Loan Management

(1) Effective as of the date of this Agreement, the Board shall take immediate and continuing action to protect its interest in those assets criticized in 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 quarterly submission and review of reports of all criticized credit relationships or Other Real Estate ("ORE") totaling one hundred thousand dollars (\$100,000) or more, and that require the preparation of Problem Asset Reports ("PARs" or "PAR") that contain, at a minimum, analysis and documentation of the following:

- (a) an identification of the expected sources of repayment and an analysis of their adequacy;

- (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 current grade and 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, enact collection plans, and make appropriate downgrades or place on nonaccrual; and
- (f) a determination of whether the loan is impaired and the amount of the impairment, consistent with Accounting Standards Codification 310-10 (formerly known as FAS Statement of Financial Accounting Standards No. 114) and Accounting Standards Codification 450-20 (formerly known as FAS Statement of Financial Accounting Standards No. 5, Accounting for Contingencies).

(3) A copy of each PAR prepared during the month of each quarter end (e.g., March, June, September, and December), along with any Board comments regarding the effectiveness of the effort to eliminate the weaknesses in each credit or to dispose of the ORE, shall be submitted to the Assistant Deputy Comptroller within fifteen (15) days of each calendar quarter end.

(4) Effective as of the date of this Agreement, the Bank may not extend credit, directly or indirectly, including renewals, extensions or capitalization of accrued interest, 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 of credit equal or exceed one hundred thousand dollars (\$100,000), unless each of the following conditions is met:

- (a) the Board or a designated committee thereof 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 Board or a designated committee thereof approves the credit extension and documents in writing, the reasons that 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 by the extension of credit.

Article VIII

Consumer Compliance

(1) Within forty-five (45) days of this Agreement, the Board shall adopt, implement, and thereafter ensure adherence to a written consumer compliance program designed to ensure that the Bank is operating in compliance with all applicable consumer protection laws, rules, and regulations.

This program shall include at a minimum:

- (a) a written description of the duties and responsibilities of the Compliance Officer;
- (b) adequate internal controls to ensure compliance with consumer protection laws, rules, and regulations;
- (c) the preparation of a policies and procedures manual covering all consumer protection laws, rules, and regulations for use by appropriate Bank personnel in

the performance of their duties and responsibilities and specifically tailored to the Bank's deposit and lending practices;

- (d) timely updates of the written policies and procedures manual to ensure it remains current;
- (e) a formalized risk assessment process and annual audit plan to use in determining the frequency and scope of ongoing compliance monitoring and audit;
- (f) comprehensive independent audit and internal testing programs to adequately test for compliance with consumer protection laws, rules and regulations;
- (g) periodic reporting of the results of the consumer compliance audit to the Board or a committee thereof;
- (h) the risk-based education and training of all appropriate Bank personnel in the requirements of all applicable federal and state consumer protection laws, rules and regulations; and
- (i) procedures for the dissemination of changes in laws, rules, regulations and OCC policy changes to affected Bank personnel.

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

Article IX

Information Technology

(1) Within sixty (60) days of this Agreement, the Board shall take the necessary steps to ensure the Bank's information security program complies with the requirements of Gramm-Leach-Bliley Act 501(b) ("GLBA") and the Interagency Guidelines Establishing Information Security Standards, 12 C.F.R. Part 30, Appendix B ("Guidelines").

(2) Compliance with Paragraph (1) of this Article shall include the appointment of an Information Technology Steering Committee (“IT Steering Committee”) that shall be chaired by a member of the Board of Directors who has knowledge of Information Technology (“IT”) and banking operations. The IT Steering Committee shall be responsible for:

- (a) assisting in the governance of major IT risks, projects, or issues, and facilitating the adoption of changes in processes, regulations, and technology needs;
- (b) reviewing, approving, and monitoring new IT service providers;
- (c) reviewing and maintaining progress reports on new projects;
- (d) ensuring the engagement of risk-based independent controls testing consistent with the audit schedule;
- (e) reviewing all audit and test reports to manage IT risk;
- (f) reviewing and maintaining the information security program on an ongoing basis; and
- (g) reporting to the Board at least annually on the status of the IT security program and its compliance with GLBA and the Guidelines.

Article X

Closing

(1) Although the Board has by this Agreement consented to submit certain proposed actions and programs for the review or prior written determination of no supervisory objection of the Assistant Deputy Comptroller, 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 him from so doing.

(3) Any time requirements specified in 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) This Agreement shall be effective upon execution by the parties hereto, and its provisions shall continue in full force and effect until such time as they shall be amended by written mutual consent of the parties to this 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 noncompliance with such actions in a timely and appropriate manner; and
- (d) require corrective action be taken in a timely manner of any noncompliance 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. 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 hereunto set his hand.

/s/

Gary D. TeKolste
Assistant Deputy Comptroller
Denver Field Office

November 18, 2014

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/
Robert Fenton

November 18, 2014
Date

/s/
Carlyle Griffin

November 18, 2014
Date

/s/
Eric Liebman

November 18, 2014
Date

/s/
Jackson Lounsberry

November 18, 2014
Date

/s/
Rene Morin

November 18, 2014
Date

/s/
Mike Quagliano

December 3, 2014
Date