UNITED STATES OF AMERICA
BEFORE THE
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.

STATE OF WYOMING
DEPARTMENT OF AUDIT
DIVISION OF BANKING
CHEYENNE, WYOMING

Written Agreement by and among ROCKY MOUNTAIN CAPITAL Wilson, Wyoming ROCKY MOUNTAIN BANK Wilson, Wyoming FEDERAL RESERVE BANK OF KANSAS CITY Kansas City, Missouri and WYOMING DEPARTMENT OF AUDIT DIVISION OF BANKING Cheyenne, Wyoming	Docket Nos. 10-249-WA/RB-HC 10-249-WA/RB-SM

WHEREAS, in recognition of their common goal to maintain the financial soundness of Rocky Mountain Capital, Wilson, Wyoming ("RMC"), a registered bank holding company, and its subsidiary bank, Rocky Mountain Bank, Wilson, Wyoming (the "Bank"), a state-chartered bank that is a member of the Federal Reserve System, RMC, the Bank, the Federal Reserve Bank of Kansas City (the "Reserve Bank"), and the Wyoming Department of Audit, Division of Banking (the "Division") have mutually agreed to enter into this Written Agreement (the "Agreement"); and

WHEREAS, on January 12, 2011, the boards of directors of RMC and the Bank, at duly constituted meetings, adopted resolutions authorizing and directing Kevin Wilson to enter into this Agreement on behalf of RMC and the Bank, and consenting to compliance with each and every applicable provision of this Agreement by RMC, the Bank, and their institution-affiliated parties, as defined in sections 3(u) and 8(b)(3) of the Federal Deposit Insurance Act, as amended (the "FDI Act") (12 U.S.C. §§ 1813(u) and 1818(b)(3)).

NOW, THEREFORE, RMC, the Bank, the Reserve Bank, and the Division agree as follows:

Source of Strength

1. The board of directors of RMC shall take appropriate steps to fully utilize RMC's financial and managerial resources, pursuant to section 225.4(a) of Regulation Y of the Board of Governors of the Federal Reserve System (the "Board of Governors") (12 C.F.R. § 225.4(a)), to serve as a source of strength to the Bank, including, but not limited to, taking steps to ensure that the Bank complies with this Agreement and any other supervisory action taken by the Bank's federal or state regulators.

Board Oversight

2. Within 60 days of this Agreement, the board of directors of the Bank shall submit to the Reserve Bank and the Division a written plan to strengthen board oversight of the management and operations of the Bank and to ensure that the Bank is operated in a safe and sound manner. The plan shall, at a minimum, address, consider, and include:

(a) The actions that the board of directors will take to improve the Bank's condition and maintain effective control over, and supervision of, the Bank's senior management and major operations and activities, including but not limited to, credit risk management, lending and credit administration, capital, earnings, funds management, compliance with laws and regulations, and internal audit;

(b) the responsibility of the board of directors to monitor management's adherence to approved Bank policies and procedures, and applicable laws and regulations;

(c) a description of the information and reports that will be regularly reviewed by the Bank's board of directors in its oversight of the operations and management of the Bank, including information on the Bank's problem assets, allowance for loan and lease losses ("ALLL"), capital, earnings, funds management, compliance, and internal audit;

(d) the maintenance of adequate, complete, and accurate minutes of all board meetings, approval of such minutes, and their retention for supervisory review; and

(e) the development and implementation of a formal tracking system and resolution process to ensure corrective actions are taken on a timely basis to address audit, loan review, and regulatory findings.

Conflicts of Interest

3. Within 30 days of this Agreement, RMC and the Bank shall submit to the Reserve Bank and the Division a written code of ethics and conflicts of interest policy which applies to all directors, officers, and employees of RMC and the Bank. The code of ethics and conflicts of interest policy shall address, at a minimum, the fiduciary duties of all directors, officers, and employees of RMC and the Bank and the avoidance of conflicts of interest, in particular in the administration of loans to insiders, shareholders,

and their immediate families and any transaction from which any such individual may derive personal benefit.

4. Within 30 days of this Agreement, RMC and the Bank shall submit to the Reserve Bank and the Division an acceptable written plan to ensure compliance with the code of ethics and conflicts of interest policy by all directors, officers, and employees of RMC and the Bank. The plan shall provide, at a minimum, for:

(a) Policies and procedures to require the written disclosure to the board of directors of RMC or the Bank, as appropriate, of any actual or potential conflict of interest of any RMC or Bank officer, director, employee, or principal shareholder;

(b) policies and procedures for complying with Regulation O of the Board of Governors, which restricts credit that a member bank may extend to its executive officers, directors, and principal shareholders and their related interests (12 C.F.R. Part 215);

(c) internal controls that monitor compliance with the code of ethics and conflicts of interest policy and report any noncompliance or exceptions to the approved policy to the board of directors of RMC and the Bank, as appropriate; and

(d) training for all directors, officers, and employees of RMC and the Bank provided on a regular basis regarding the code of ethics and conflicts of interest policy of RMC and the Bank and the requirements of Regulation O of the Board of Governors regarding loans to insiders.

Management Review

5. Within 60 days of this Agreement, the board of directors of the Bank shall complete an assessment of the Bank's management and staffing needs (the "Management

Review"). The primary purpose of the review shall be to aid in the development of a suitable management structure commensurate with the size and complexity of the Bank that is adequately staffed by qualified personnel. The Management Review shall, at a minimum, address, consider, and include:

(a) The identification of the type and number of senior executive officers needed to manage and supervise properly the affairs of the Bank;

(b) an evaluation of each senior officer's present and anticipated duties;

(c) an evaluation of reporting lines within the management structure; and

(d) the identification of present and future management and staffing needs for each area of the Bank, particularly in the areas of lending, credit risk management, credit administration, problem asset resolution, compliance, and internal audit.

6. Within 30 days of completion of the Management Review, the board of directors of the Bank shall submit a written management plan to the Reserve Bank and the Division that includes the findings and conclusions of the Management Review and describes the specific actions that the board of directors will take to strengthen the Bank's management and to hire, as necessary, additional or replacement personnel.

Credit Risk Management

7. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Division an acceptable written plan to strengthen credit risk management practices. The plan shall, at a minimum, address, consider, and include:

(a) The responsibility of the board of directors to establish appropriate risk tolerance guidelines and risk limits;

(b) procedures to periodically review and revise risk exposure limits to address changes in market conditions;

(c) strategies and timeframes to minimize credit losses and reduce the level of problem assets;

(d) establishment of a credit committee;

(e) procedures to identify, limit, and manage concentrations of credit, including, but not limited to, establishment of concentration of credit risk tolerances or limits by types of loan products, geographic locations, and other common risk characteristics, and for commercial real estate, consistency with the Interagency Guidance on Concentrations in Commercial Real Estate Lending, Sound Risk Management Practices, dated December 12, 2006 (SR 07-1);

(f) policies and procedures to monitor and control risk associated with individual relationship concentrations; and

(g) the means by which the Bank will reduce concentrations of credit identified in the report of examination conducted by the Reserve Bank and the Division that commenced on May 10, 2010 (the "Report of Examination"), and timeframes for achieving reducing concentration levels.

Lending and Credit Administration

8. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Division acceptable revised written lending and credit administration policies and procedures that shall, at a minimum, address, consider, and include:

(a) Revised policies for highly leveraged transactions that incorporate and are consistent with the Interagency Guidance on Leverage Financing dated April 17, 2001 (SR Letter 01-9 (Sup));

(b) revised policies and procedures for conducting real estate appraisals and evaluations including, but not limited to, when loans are extended or renewed, when new funds are advanced, or when changes in market conditions or the condition of the collateral occur, that are consistent with the requirements of Subpart G of Regulation Y of the Board of Governors (12 C.F.R. Part 225, Subpart G) made applicable to state member banks by section 208.50 of Regulation H of the Board of Governors (12 C.F.R. § 208.50), and the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994 (SR 94-55);

(c) revised individual lending authorities;

(d) establishment of lending limits by borrower and industry; and

(e) standards for the appropriate use of interest reserves and enhanced monitoring of loans with interest reserves.

Loan Grading and Loan Review

9. Within 30 days of this Agreement, the Bank shall submit to the Reserve Bank and the Division an acceptable written program for the effective grading of the Bank's loan portfolio. The program shall provide for policies, procedures, and processes for the timely and ongoing grading of loans. The program shall, at a minimum, address, consider, and include:

(a) Standards and criteria for assessing the credit quality of loans, including a discussion of the factors used to assign appropriate risk grades to loans;

(b) procedures for the early identification of problem loans;

(c) procedures to re-evaluate the grading of loans in the event of material changes in the borrower's performance or the value of the collateral;

(d) procedures to evaluate the grading of all loans assigned less than a pass grade at least quarterly;

(e) designation of the person(s) responsible for the grading of loans;

(f) controls to ensure staff's consistent application and adherence to the loan grading system; and

(g) a mechanism for reporting to senior management and the board of directors, at least monthly, that at a minimum: summarizes the Bank's loan grades; describes trends in asset quality; identifies the loans that are nonperforming, adversely graded, or identified as needing special attention; describes the status of those loans; and describes the actions taken, or to be taken, by management for strengthening of the quality of any such loans.

10. Within 30 days of this Agreement, the Bank shall submit to the Reserve Bank and the Division an acceptable written program for the effective, ongoing review of the Bank's loan portfolio by a qualified independent party or by qualified staff that is independent of the Bank's lending function. The program shall provide for policies and procedures for the timely identification and categorization of problem loans, and processes to detect weaknesses in the Bank's loan approval, monitoring, and grading process. The program shall, at a minimum, address, consider, and include:

(a) The scope, depth, and frequency of the independent loan review;

(b) clearly defined responsibilities for the loan review function; and

(c) an objective and timely assessment of the overall quality of the loan portfolio and the accuracy of assigned loan grades.

11. The board of directors, or a committee thereof, shall evaluate the loan review report(s) and take appropriate steps to ensure that management takes prompt action to address findings noted in the report(s).

Asset Improvement

12. The Bank shall not, directly or indirectly, extend, renew, or restructure any credit to or for the benefit of any borrower, including any related interest of the borrower, whose loans or other extensions of credit are criticized in the Report of Examination or in any subsequent report of examination, without the prior approval of a majority of the full board of directors or a designated committee thereof. The board of directors or its committee shall document in writing the reasons for the extension of credit, renewal, or restructuring, specifically certifying that: (i) the Bank's risk management policies and practices for loan workout activity are acceptable; (ii) the extension of credit is necessary to improve and protect the Bank's interest in the ultimate collection of the credit already granted and maximize its potential for collection; (iii) the extension of credit reflects prudent underwriting based on reasonable repayment terms and is adequately secured; and all necessary loan documentation has been properly and accurately prepared and filed; (iv) the Bank has performed a comprehensive credit analysis indicating that the borrower has the willingness and ability to repay the debt as supported by an adequate workout plan, as necessary; and (v) the board of directors or its designated committee reasonably believes that the extension of credit will not impair the Bank's interest in obtaining repayment of the already outstanding credit and that the extension of credit or

renewal will be repaid according to its terms. The written certification shall be made a part of the minutes of the meetings of the board of directors or its committee, as appropriate, and a copy of the signed certification, together with the credit analysis and related information that was used in the determination, shall be retained by the Bank in the borrower's credit file for subsequent supervisory review.

13. (a) Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Division an acceptable written plan designed to improve the Bank's position through repayment, amortization, liquidation, additional collateral, or other means on each loan or other asset in excess of $250,000, including other real estate owned ("OREO"), that (i) is past due as to principal or interest more than 90 days as of the date of this Agreement; (ii) is on the Bank's problem loan list; or (iii) was adversely classified in the Report of Examination.

(b) Within 30 days of the date that any additional loan or other asset in excess of $250,000, including OREO, becomes past due as to principal or interest for more than 90 days, is on the Bank's problem loan list, or is adversely classified in any subsequent report of examination of the Bank, the Bank shall submit to the Reserve Bank and the Division an acceptable written plan to improve the Bank's position on such loan or asset.

(c) Within 30 days after the end of each calendar quarter thereafter, the Bank shall submit a written progress report to the Reserve Bank and the Division to update each asset improvement plan, which shall include, at a minimum, the carrying value of the loan or other asset and changes in the nature and value of supporting collateral, along with a copy of the Bank's current problem loan list, a list of all loan renewals and extensions without full collection of interest in the last quarter, and past due/non-accrual report.

Allowance for Loan and Lease Losses

14. (a) Within 10 days of this Agreement, the Bank shall eliminate from its books, by charge-off or collection, all assets or portions of assets classified "loss" in the Report of Examination that have not been previously collected in full or charged off. Thereafter the Bank shall, within 30 days from the receipt of any federal or state report of examination, charge off all assets classified "loss" unless otherwise approved in writing by the Reserve Bank and the Division.

(b) Within 60 days of this Agreement, the Bank shall review and revise its ALLL methodology consistent with relevant supervisory guidance, including the Interagency Policy Statements on the Allowance for Loan and Lease Losses, dated July 2, 2001 (SR 01-17 (Sup)) and December 13, 2006 (SR 06-17), and the findings and recommendations regarding the ALLL set forth in the Report of Examination, and submit a description of the revised methodology to the Reserve Bank and the Division. The revised ALLL methodology shall be designed to maintain an adequate ALLL and shall address, consider, and include, at a minimum, the reliability of the Bank's loan grading system, the volume of criticized loans, concentrations of credit, the current level of past due and nonperforming loans, past loan loss experience, evaluation of probable losses in the Bank's loan portfolio, including adversely classified loans, and the impact of market conditions on loan and collateral valuations and collectibility.

(c) Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Division an acceptable written program for the maintenance of an adequate ALLL. The program shall include policies and procedures to ensure adherence to the revised ALLL methodology and provide for periodic reviews and updates to the ALLL methodology, as appropriate. The program shall also provide for a review of the ALLL by the board of directors on at least a quarterly calendar basis. Any deficiency found in the ALLL shall be remedied in the quarter it is discovered, prior to the filing of the Consolidated Reports of Condition and Income, by additional provisions. The board of directors shall maintain written documentation of its review, including the factors considered and conclusions reached by the Bank in determining the adequacy of the ALLL. During the term of this Agreement, the Bank shall submit to the Reserve Bank and the Division, within 30 days after the end of each calendar quarter, a written report regarding the board of directors' quarterly review of the ALLL and a description of any changes to the methodology used in determining the amount of ALLL for that quarter.

Capital Plan

15. Within 60 days of this Agreement, RMC and the Bank shall jointly submit to the Reserve Bank and the Division an acceptable written plan to maintain sufficient capital at the Bank. The plan shall, at a minimum, address, consider, and include the Bank's current and future capital requirements, including:

(a) Compliance with the Capital Adequacy Guidelines for State Member Banks: Risk-Based Measure and Tier 1 Leverage Measure, Appendices A and B of Regulation H of the Board of Governors (12 C.F.R. Part 208, App. A and B);

(b) the adequacy of the Bank's capital, taking into account the volume of classified credits, concentrations of credit, ALLL, current and projected asset growth, and projected retained earnings;

(c) the source and timing of additional funds to fulfill the Bank's future capital requirements and loan loss reserve needs; and

(d) the requirements of section 225.4(a) of Regulation Y of the Board of Governors (12 C.F.R. § 225.4(a)) that RMC serve as a source of strength to the Bank.

16. RMC and the Bank shall notify the Reserve Bank and the Division, in writing, no more than 30 days after the end of any quarter in which any of the Bank's capital ratios (total risk-based, Tier 1 risk-based, or leverage) fall below the approved capital plan's minimum ratios. Together with the notification, RMC and the Bank shall submit an acceptable written plan that details the steps RMC and the Bank will take to increase the Bank's capital ratios to or above the approved capital plan's minimums.

Earnings Plan and Budget

17. (a) Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Division a written business plan for 2011 to improve the Bank's earnings and overall condition. The plan, at a minimum, shall provide for or describe:

(i) a realistic and comprehensive revised budget for calendar year 2011, including income statement and balance sheet projections;

(ii) a description of the operating assumptions that form the basis for, and adequately support, major projected income, expense, and balance sheet components;

(iii) a fully funded ALLL; and

(iv) a budget review process that analyzes and reports budgeted versus actual income and expense performance.

(b) Upon adoption, the Bank shall implement the business plan. Bank management shall report monthly to the Bank's board of directors on progress made implementing the business plan. The written monthly report shall compare actual financial results to those projected in the business plan. In the event that revisions to the plan are necessary, such revisions shall be forwarded to the Reserve Bank and the Division within 15 days of adoption.

(c) A business plan and budget for each calendar year subsequent to 2011 shall be submitted to the Reserve Bank and the Division at least 30 days prior to the beginning of that calendar year.

Liquidity and Funds Management

18. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Division an acceptable written plan designed to enhance management of the Bank's liquidity position. The plan shall, at a minimum, address, consider, and include:

(a) Measures to enhance the monitoring and reporting of the Bank's liquidity position to the board of directors;

(b) measures to diversify funding sources;

(c) a timetable to reduce reliance on short-term wholesale funding, including brokered deposits, and

(d) specific liquidity targets and parameters and the maintenance of sufficient liquidity to meet contractual obligations and unanticipated demands.

19. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Division an acceptable revised written contingency funding plan that, at a

minimum, identifies available sources of liquidity and includes adverse scenario planning.

Internal Audit

20. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Division an acceptable written internal audit program that is suitable to the Bank's risk profile. The program shall, at a minimum, address, consider, and include:

(a) Policies and procedures to provide appropriate independence of the internal audit function, including measures to ensure that the internal auditor: (i) functionally reports to the audit committee and (ii) has access to present findings directly to the audit committee;

(b) procedures to ensure (i) audit findings are reported to the audit committee and the board of directors in a timely manner, (ii) management addresses all audit findings in a timely manner, and (iii) required responses are monitored appropriately;

(c) measures to ensure the audit committee maintains detailed minutes of meetings which reflect all discussion related to audit findings; and

(d) establishment of an appropriate audit schedule, which includes, but is not limited to, routine audits of: (i) compliance with laws and regulations, (ii) incentive compensation plans, and (iii) activities of RMC and its subsidiaries.

Regulatory Reports

21. RMC and the Bank shall immediately take steps to ensure that all required regulatory reports filed with the Federal Reserve and the Federal Financial Institutions

Examination Council accurately reflect RMC's and the Bank's financial condition and are filed in accordance with the applicable instructions for preparation.

Cash Flow Projections

22. Within 60 days of this Agreement, RMC shall submit to the Reserve Bank a written statement of planned sources and uses of cash for debt service, operating expenses, and other purposes ("Cash Flow Projection") for 2011. RMC shall submit to the Reserve Bank a Cash Flow Projection for each calendar year subsequent to 2011 at least one month prior to the beginning of that calendar year.

Dividends and Distributions

23. (a) The Bank shall not declare or pay any dividends without the prior written approval of the Reserve Bank, the Director of the Division of Banking Supervision and Regulation of the Board of Governors (the "Director"), and the Division.

(b) RMC shall not declare or pay any dividends without the prior written approval of the Reserve Bank and the Director.

(c) RMC shall not take any other form of payment representing a reduction in capital from the Bank without the prior written approval of the Reserve Bank.

(d) RMC and its nonbank subsidiary shall not make any distributions of interest, principal, or other sums on subordinated debentures or trust preferred securities without the prior written approval of the Reserve Bank.

(e) All requests for prior approval shall be received at least 30 days prior to the proposed dividend declaration date, proposed distribution on subordinated debentures, and required notice of deferral on trust preferred securities. All requests shall contain, at a minimum, current and projected information, as appropriate, on the RMC's capital, earnings, and cash flow; the Bank's capital, asset quality, earnings and ALLL needs; and identification of the sources of funds for the proposed payment or distribution. For requests to declare or pay dividends, RMC and the Bank, as appropriate, must also demonstrate that the requested declaration or payment of dividends is consistent with the Board of Governors' Policy Statement on the Payment of Cash Dividends by State Member Banks and Bank Holding Companies, dated November 14, 1985 (Federal Reserve Regulatory Service, 4-877 at page 4-323).

Debt and Stock Redemption

24. (a) RMC and its nonbank subsidiary, shall not, directly or indirectly, incur, increase, or guarantee any debt without the prior written approval of the Reserve Bank. All requests for prior written approval shall contain, but not be limited to, a statement regarding the purpose of the debt, the terms of the debt, and the planned source(s) for debt repayment, and an analysis of the cash flow resources available to meet such debt repayment.

(b) RMC shall not, directly or indirectly, purchase or redeem any shares of its stock without the prior written approval of the Reserve Bank.

Affiliate Transactions

25. The Bank shall take all necessary actions to ensure that the Bank complies with sections 23A and 23B of the Federal Reserve Act (12 U.S.C. §§ 371c and 371c-1) and Regulation W of the Board of Governors (12 C.F.R. Part 223) in all transactions between the Bank and its affiliates.

26. (a) RMC shall take all necessary actions to ensure that the Bank complies with sections 23A and 23B of the Federal Reserve Act and Regulation W of the Board of Governors in all transactions between the Bank and its affiliates, including but not limited to RMC and its nonbank subsidiaries.

(b) RMC and its nonbank subsidiaries shall not cause the Bank to violate any provision of sections 23A and 23B of the Federal Reserve Act or Regulation W of the Board of Governors.

27. Prior to entering into any contractual or fee arrangement with an affiliate for the reimbursement of expenses related to the use or provision of services, property, or otherwise, the Bank's board of directors shall adopt a fee arrangement policy to ensure that the arrangement complies with Regulation W and make such policy available for supervisory review.

Compliance Program

28. Within 60 days of this Agreement, the Bank shall submit to the Reserve Bank and the Division an acceptable written compliance program designed to ensure compliance with all applicable federal and state laws, regulations, and supervisory requirements. Pursuant to the program, the directors and officers of the Bank shall familiarize themselves with applicable provisions of federal and state laws and regulations and with this Agreement. The program shall, at a minimum, address, consider, and include:

(a) The appointment of a compliance officer responsible for coordinating and monitoring compliance at the Bank;

(b) comprehensive compliance policies and procedures;

(c) a plan for monitoring and testing compliance;

(d) a process for resolving or escalating outstanding issues;

(e) work paper documentation standards; and

(f) a compliance training program for Bank staff.

Compliance with Laws and Regulations

29. In appointing any new director or senior executive officer, or changing the responsibilities of any senior executive officer so that the officer would assume a different senior executive officer position, RMC and the Bank shall comply with the notice provisions of section 32 of the FDI Act (12 U.S.C. § 1831i) and Subpart H of Regulation Y of the Board of Governors (12 C.F.R. §§ 225.71 *et seq.*).

30. RMC and the Bank shall comply with the restrictions on indemnification and severance payments of section 18(k) of the FDI Act (12 U.S.C. § 1828(k)) and Part 359 of the Federal Deposit Insurance Corporation's regulations (12 C.F.R. Part 359).

Compliance with the Agreement

31. (a) Within 10 days of this Agreement, RMC's and the Bank's boards of directors shall appoint a joint compliance committee (the "Compliance Committee") to monitor and coordinate RMC's and the Bank's compliance with the provisions of this Agreement. The Compliance Committee shall include outside directors who are not executive officers or principal shareholders of RMC and the Bank, as defined in sections 215.2(e)(1) and 215.2(m)(1) of Regulation O of the Board of Governors (12 C.F.R. §§ 215.2(e)(1) and 215.2(m)(1)). At a minimum, the Compliance Committee shall meet at least monthly, keep detailed minutes of each meeting, and report its findings to the boards of directors of RMC and the Bank.

(b) Within 30 days after the end of each calendar quarter following the date of this Agreement, RMC and the Bank shall submit to the Reserve Bank and the Division written progress reports detailing the form and manner of all actions taken to secure compliance with this Agreement and the results thereof.

Approval and Implementation of Plans, Policies, Procedures, and Programs

32. (a) The Bank shall submit written plans, policies, procedures, and programs that are acceptable to the Reserve Bank and the Division within the applicable time periods set forth in paragraphs 4, 7, 8, 9, 10, 13(a), 13(b), 14(c), 15, 16, 18, 19, 20, and 28 of this Agreement.

(b) Within 10 days of approval by the Reserve Bank and the Division, the Bank shall adopt the approved plans, policies, procedures, and programs. Upon adoption, the Bank shall promptly implement the approved plans, policies, procedures, and programs and thereafter fully comply with them.

(c) During the term of this Agreement, the approved plans, policies, procedures, and programs shall not be amended or rescinded without the prior written approval of the Reserve Bank and the Division.

Communications

33. All communications regarding this Agreement shall be sent to:

(a) Ms. Susan E. Zubradt
Vice President
Federal Reserve Bank of Kansas City
1 Memorial Drive
Kansas City, Missouri 64198

(b) Mr. Jeffrey C. Vogel
Commissioner
Wyoming Department of Audit
Division of Banking
Herschler Building, 3rd Floor East
122 West 25th Street
Cheyenne, Wyoming 82002

(c) Mr. Terry Earley
President/CEO
Rocky Mountain Capital/
Rocky Mountain Bank
4050 West Lake Creek Drive
P.O. Box 938
Jackson, Wyoming 83001

Miscellaneous

34. Notwithstanding any provision of this Agreement, the Reserve Bank and the Division may, in their sole discretion, grant written extensions of time to RMC and the Bank to comply with any provision of this Agreement.

35. The provisions of this Agreement shall be binding upon RMC, the Bank, and their institution-affiliated parties, in their capacities as such, and their successors and assigns.

36. Each provision of this Agreement shall remain effective and enforceable until stayed, modified, terminated, or suspended in writing by the Reserve Bank and the Division.

37. The provisions of this Agreement shall not bar, estop, or otherwise prevent the Board of Governors, the Reserve Bank, the Division, or any other federal or state agency from taking any other action affecting RMC, the Bank, any nonbank subsidiary of RMC, or any of their current or former institution-affiliated parties and their successors and assigns.

38. Pursuant to section 50 of the FDI Act (12 U.S.C. § 1831aa), this Agreement is enforceable by the Board of Governors under section 8 of the FDI Act (12 U.S.C. § 1818).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 20th day of January, 2011.

ROCKY MOUNTAIN CAPITAL

By: /s/ Kevin Wilson
Kevin Wilson
Chairman

FEDERAL RESERVE BANK OF KANSAS CITY

By: /s/ Susan E. Zubradt
Susan E. Zubradt
Vice President

ROCKY MOUNTAIN BANK

By: /s/ Kevin Wilson
Kevin Wilson
Chairman

WYOMING DEPARTMENT OF AUDIT - DIVISION OF BANKING

By: /s/ Jeffrey C. Vogel
Jeffrey C. Vogel
Commissioner