EXHIBIT "A"
BID FORM

TO: Federal Deposit Insurance Corporation
1601 Bryan St. - Suite 32128
Dallas, Texas 75201

Attention: Manager - Franchise Marketing
Division of Resolutions and Receiverships

FROM:

BID FOR: First Bank of Idaho
Ketchum, Idaho (the “Bank”)

The undersigned Potential Acquirer submits this Bid Form ("Bid"), in accordance with the Instructions to Potential Acquirers ("Instructions") and instructions contained on this Form, to acquire certain assets and liabilities pursuant to a Purchase and Assumption.
I. Omitted

II. Purchase and Assumption Bid

The Potential Acquirer is: Idaho Independent Bank, Coeur d’Alene, Idaho
(Name, City, State)

Bids may be stated as a premium or as a discount. A premium is a positive dollar amount resulting from a positive percentage bid of Assumed Deposits paid by the acquirer to the FDIC for the purchase of assets and to assume certain liabilities of the Institution. A discount is a negative dollar amount resulting from a negative percentage bid of Assumed Deposits to be paid by the FDIC to the acquirer for the purchase of assets and to assume certain liabilities of the Institution. Discount bids must be included in parenthesis "( )".

Deposit Franchise Transaction (All Offices):

The bid amount is:

All Deposits* 0 % of Assumed Deposits.

Insured Deposits Only** N/A % of Assumed Deposits.

---Bid excludes all brokered deposits, which shall be excluded pursuant to Schedule 2.1 of the Purchase & Assumption Agreement. Our Bid is subject to 13(k) approval under the FDI Act.---

*All Deposits will be assumed, but the bid is calculated on only certain deposits per the bid instructions.

**The bid is calculated on only certain deposits per the bid instructions.

III. Omitted
IV. **Resulting Institution Information** (Place "Xs" where and as appropriate)

A. If the Potential Acquirer's Bid is accepted:

(i) the resulting financial institution will be a

- [X] bank  
- [ ] thrift

(ii) the resulting financial institution will not involve a de novo institution

(iii) the resulting financial institution will not be operated as a branch of the Acquirer

B. Upon consummation of any transaction contemplated in this Bid, the name of the resulting financial institution involved in the transaction will be *Idaho Independent Bank*

and such institution will be a:

- [ ] national bank  
- [ ] state member bank  
- [X] state non member bank  
- [ ] federal savings bank  
- [ ] state savings bank  
- [ ] federal savings and loan association  
- [ ] state savings and loan association  
- [ ] other (please explain)

C. To be completed only if a holding company is involved:
This is bid number 2 of 2 bids submitted.

Name of holding company: ________________________________

Address of holding company: ________________________________

The holding company will be a:

___ bank holding company
___ thrift holding company

V. Contact

The following person is the designated contact person for the Potential Acquirer:

Name: Kur Gustavel

Title: President and COO

Address: 401 W. Front Street, #200

Boise, ID 83702

Telephone: 208-338-8002 (office)

________________________ (other)

Facsimile: 208-947-1159

cc: Name: ______________________

VI. Consummation of Transaction

The Potential Acquirer agrees that upon notification (which may be verbal) from the Corporation that the Potential Acquirer's Bid with respect to the transaction contemplated herein has been accepted, the Potential Acquirer will execute the appropriate agreement(s) and work diligently to consummate the transaction. Such consummation shall occur at such time and place as the Corporation in its sole discretion determines.
The Potential Acquirer represents and warrants that it has executed and delivered to the Corporation a Confidentiality Agreement, is eligible to purchase assets and able to execute a Purchaser Eligibility Certification ("Certification") and that all information provided and representations made by or on behalf of the Potential Acquirer in connection with this transaction and the transactions contemplated hereby, including, but not limited to, the Confidentiality Agreement and its eligibility to purchase assets and ability to execute a Certification, are and remain true and correct in all material respects and do not fail to state any fact required to make the information contained therein not misleading. The Potential Acquirer agrees that if it is a successful bidder that on notification it will execute and immediately deliver to the FDIC a Certification via fax and overnight delivery.

The undersigned, on behalf of the Potential Acquirer, hereby certifies that (i) the Potential Acquirer has full power and authority to submit this Bid and has taken all corporate action necessary with respect thereto, and (ii) the undersigned has been duly authorized to execute and submit this Bid on behalf of the Potential Acquirer.

A Board resolution authorizing the submission of the bid and authorizing this representative to sign on behalf of the institution or group has been submitted with each bid form.

Idaho Independent Bank
Printed Name of Potential Acquirer

By: (signature)
Name: Kurt Gustavel

Title: President and COO
Date: April 22, 2009
EXHIBIT "A"
BID FORM

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    Dallas, Texas 75201

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—Bid excludes all brokered deposits, which shall be excluded pursuant to Schedule 2.1 of the Purchase & Assumption Agreement. Our Bid is subject to 13(k) approval under the FDI Act—

—See proposal below regarding the purchase of loans —-

*All Deposits will be assumed, but the bid is calculated on only certain deposits per the bid instructions.

**The bid is calculated on only certain deposits per the bid instructions.
II. Loan Pool Purchase

The Potential Acquirer is: Idaho Independent Bank, Coeur d'Alene, Idaho

Contingent upon the acceptance of the Purchase and Assumption of the deposits bid above, IIB proposes to purchase all of the outstanding loans of First Bank of Idaho at the following percentages of book value pursuant to a standard FDIC Loan Sale Agreement subject to a put option to the Receiver on any loan, in the sole discretion of Idaho Independent Bank within the first 30 days.

<table>
<thead>
<tr>
<th>Loan Pool</th>
<th>Description</th>
<th>Percentage of Book Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>14001</td>
<td>1-4 FAMILY LOT LOANS - NO CONS</td>
<td>20.60%</td>
</tr>
<tr>
<td>14002</td>
<td>A &amp; D 1-4 FAMILY</td>
<td>20.60%</td>
</tr>
<tr>
<td>14008</td>
<td>A &amp; D 5+ UNITS</td>
<td>20.60%</td>
</tr>
<tr>
<td>14005</td>
<td>A &amp; D COMMERCIAL</td>
<td>20.60%</td>
</tr>
<tr>
<td>14320</td>
<td>ACTIVE FARMLAND - NO RES</td>
<td>20.60%</td>
</tr>
<tr>
<td>14509</td>
<td>COMMERCIAL LEASE TAX FREE</td>
<td>20.60%</td>
</tr>
<tr>
<td>14507</td>
<td>COMMERCIAL LEASE TAXABLE</td>
<td>20.60%</td>
</tr>
<tr>
<td>14500</td>
<td>COMMERCIAL LOANS REVOLVING</td>
<td>20.60%</td>
</tr>
<tr>
<td>14505</td>
<td>COMMERCIAL LOANS TERM</td>
<td>20.60%</td>
</tr>
<tr>
<td>14501</td>
<td>CONST 5+ DWELLING UNITS</td>
<td>20.60%</td>
</tr>
<tr>
<td>14500</td>
<td>CONSTRUCTION LOANS 1-4 FAMIL</td>
<td>20.60%</td>
</tr>
<tr>
<td>14555</td>
<td>CONSTRUCTION LOANS COMMERCIA</td>
<td>20.60%</td>
</tr>
<tr>
<td>14605</td>
<td>CONSUMER LOANS CREDIT LINE</td>
<td>20.60%</td>
</tr>
<tr>
<td>14600</td>
<td>CONSUMER LOANS TERM</td>
<td>20.60%</td>
</tr>
<tr>
<td>14003</td>
<td>LOT LOANS COMMERCIAL</td>
<td>20.60%</td>
</tr>
<tr>
<td>14007</td>
<td>RAW UNDEVELOPED LAND (NONFAR</td>
<td>20.60%</td>
</tr>
<tr>
<td>14137</td>
<td>RE 1-4 FAM FRACTIONAL</td>
<td>20.60%</td>
</tr>
<tr>
<td>14101</td>
<td>RE 1ST HELD FOR SALE</td>
<td>20.60%</td>
</tr>
<tr>
<td>14100</td>
<td>RE 1ST LIEN 1-4 FAMILY</td>
<td>20.60%</td>
</tr>
<tr>
<td>14125</td>
<td>RE 1ST LIEN FARM-LAND/RESID</td>
<td>20.60%</td>
</tr>
<tr>
<td>14187</td>
<td>RE COMMERCIAL REVOLVING</td>
<td>20.60%</td>
</tr>
<tr>
<td>14185</td>
<td>RE COMMERCIAL TERM</td>
<td>20.60%</td>
</tr>
<tr>
<td>14115</td>
<td>RE JR LIEN 1-4 FAMILY</td>
<td>20.60%</td>
</tr>
<tr>
<td>14170</td>
<td>RE MULTIFAMILY RESIDENTIAL</td>
<td>20.60%</td>
</tr>
<tr>
<td>14150</td>
<td>RE REVOLV LINE 1ST LIEN 1-4F</td>
<td>20.60%</td>
</tr>
<tr>
<td>14155</td>
<td>RE REVOLV LINE JR LIEN 1-4 F</td>
<td>20.60%</td>
</tr>
</tbody>
</table>

Bids on the above Loan Pools are linked to the deposit franchise bid.
IV. **Resulting Institution Information** (Place "Xs" where and as appropriate)

A. If the Potential Acquirer's Bid is accepted:

(i) the resulting financial institution will be a

- **X** bank
- **___** thrift

(ii) the resulting financial institution

- **___** will
- **X** will not
  involve a de novo institution

(iii) the resulting financial institution

- **X** will
- **___** will not
  be operated as a branch of the Acquirer

B. Upon consummation of any transaction contemplated in this Bid, the name of the resulting financial institution involved in the transaction will be

**Idaho Independent Bank**

and such institution will be a:

- **___** national bank
- **___** state member bank
- **X** state non member bank
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Printed Name of Potential Acquirer

By: ~
(signature)
Name: Kurt Gustavel
Title: President and COO
Date: April 22, 2009