

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.

<p>This is bid number 2 of 2 bids submitted.</p>
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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.**

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III. Omitted

This is bid number 2 of 2 bids submitted.

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
- 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: Kurt 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.

This is bid number 2 of 2 bids submitted.
--

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

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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.

This is bid number 1 of 2 bids submitted.

I. Omitted

II. Purchase and Assumption Bid

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(Name, City, State)

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---See proposal below regarding the purchase of loans ---

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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.

Loans by GL Code		
GL Code	Description	Percentage of Book Value
14001	1-4 FAMILY LOT LOANS-NO CONS	20.60%
14000	A & D 1-4 FAMILY	20.60%
14008	A & D 5+ UNITS	20.60%
14005	A & D COMMERCIAL	20.60%
14320	ACTIVE FARMLAND - NO RES	20.60%
14509	COMMERCIAL LEASE TAX FREE	20.60%
14507	COMMERCIAL LEASE TAXABLE	20.60%
14500	COMMERCIAL LOANS REVOLVING	20.60%
14505	COMMERCIAL LOANS TERM	20.60%
14051	CONST 5+ DWELLING UNITS	20.60%
14050	CONSTRUCTION LOANS 1-4 FAMIL	20.60%
14055	CONSTRUCTION LOANS COMMERCIA	20.60%
14605	CONSUMER LOANS CREDIT LINE	20.60%
14600	CONSUMER LOANS TERM	20.60%
14003	LOT LOANS COMMERCIAL	20.60%
14007	RAW/UNDEVELOPED LAND (NONFAR	20.60%
14137	RE 1-4 FAM FRACTIONAL	20.60%
14101	RE 1ST HELD FOR SALE	20.60%
14100	RE 1ST LIEN 1-4 FAMILY	20.60%
14125	RE 1ST LIEN FARM-LAND/RESID	20.60%
14187	RE COMMERCIAL REVOLVING	20.60%
14185	RE COMMERCIAL TERM	20.60%
14115	RE JR LIEN 1-4 FAMILY	20.60%
14170	RE MULTIFAMILY RESIDENTIAL	20.60%
14150	RE REVOLV LINE 1ST LIEN 1-4F	20.60%
14155	RE REVOLV LINE JR LIEN 1-4 F	20.60%

Bids on the above Loan Pools are linked to the deposit franchise bid.

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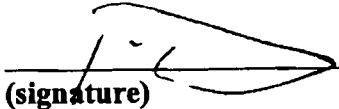
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By: 
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Name: Kurt Gustavel

Title: President and COO

Date: April 22, 2009