

UNITED STATES DEPARTMENT OF THE TREASURY  
1500 Pennsylvania Avenue, NW  
Washington, D.C. 20220

December 23, 2014

Ladies and Gentlemen:

Reference is made to that certain Letter Agreement incorporating the Securities Purchase Agreement – Standard Terms (the “*Securities Purchase Agreement*”), dated as of September 24, 2010, between Butte Federal Credit Union (the “*Acquired Credit Union*”) and the United States Department of Treasury (“*Investor*”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Securities Purchase Agreement.

The American Recovery and Reinvestment Act of 2009, as it may be amended from time to time (the “*Act*”), includes provisions relating to executive compensation and other matters that may be inconsistent with the Securities Purchase Agreement. Accordingly, Investor and the Self-Help Federal Credit Union (the “*Acquiror Credit Union*”) desire to confirm their understanding as follows:

1. Notwithstanding anything in the Securities Purchase Agreement to the contrary, in the event that the Act or any rules or regulations promulgated thereunder are inconsistent with any of the terms of the Securities Purchase Agreement, the Act and such rules and regulations shall control.
2. For the avoidance of doubt (and without limiting the generality of Paragraph 1):
  - (a) the provisions of Section 111 of the Emergency Economic Stabilization Act of 2008 as implemented by the Interim Final Rule on TARP Standards for Compensation and Corporate Governance, 31 C.F.R. Part 30, as amended by the Act or otherwise from time to time (“*EESA*”), shall apply to the Acquiror Credit Union;
  - (b) the waiver to be delivered by each of the Acquiror Credit Union’s Senior Executive Officers pursuant to Section 2.3(g) of the Securities Purchase Agreement shall, in addition, be delivered as promptly as practicable by any current or future most highly compensated employees who are covered or affected by any applicable rules or regulations under EESA; and
  - (c) the undersigned officer of Acquiror Credit Union hereby certifies compliance by the Acquiror Credit Union with the requirements of Section 111 of EESA in the manner specified by Section 111(b)(4) thereunder or in any rules or regulations under EESA, including 31 C.F.R. § 30.15.

From and after October 1, 2014, each reference in the Securities Purchase Agreement to “this Agreement” or “this Securities Purchase Agreement” or words of like import shall mean and be a reference to the Agreement (as defined in the Securities Purchase Agreement) as amended by this letter agreement.

This letter agreement will be governed by and construed in accordance with the federal law of the United States if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

This letter agreement, the Securities Purchase Agreement, the Post-Merger Side Letter, and any other documents executed by the parties at the Closing constitute the entire agreement of the parties with respect to the subject matter hereof.

Nothing in this letter agreement shall be deemed an admission by Investor as to the necessity of obtaining the consent of the Credit Union in order to effect the changes to the Securities Purchase Agreement contemplated by this letter agreement, nor shall anything in this letter agreement be deemed to require Investor to obtain the consent of any other TARP recipient (as defined in the Act) participating in the Community Development Capital Initiative (the “*CDCI*”) in order to effect changes to their documentation under the CDCI.

This letter agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Executed signature pages to this letter agreement may be delivered by facsimile and such facsimiles will be deemed sufficient as if actual signature pages had been delivered.

*[Remainder of this page intentionally left blank]*

In witness whereof, the parties have duly executed this letter agreement as of the date first written above.

UNITED STATES DEPARTMENT OF  
THE TREASURY

By: 

Name: Lorenzo Rasetti  
Title: Chief Financial Officer

SELF-HELP FEDERAL CREDIT UNION

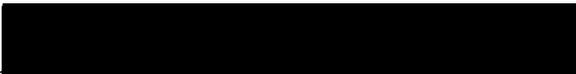
By: \_\_\_\_\_  
Name:  
Title:

In witness whereof, the parties have duly executed this letter agreement as of the date first written above.

UNITED STATES DEPARTMENT OF  
THE TREASURY

By: \_\_\_\_\_  
Name:  
Title:

SELF-HELP FEDERAL CREDIT UNION

By:   
Name: Randy Chambers  
Title: Vice President

UNITED STATES DEPARTMENT OF THE TREASURY  
1500 Pennsylvania Avenue, NW  
Washington, D.C. 20220

December 23, 2014

Ladies and Gentlemen:

Reference is made to (i) that certain Letter Agreement incorporating the Securities Purchase Agreement -- Standard Terms dated as of September 24, 2010 (the "*Securities Purchase Agreement*") by and among the United States Department of the Treasury (the "*Investor*") and Butte Federal Credit Union (the "*Acquired Credit Union*"). Further detail regarding the Securities Purchase Agreement is set forth on Schedule A hereto. Investor, the Acquired Credit Union and Self-Help Federal Credit Union (the "*Acquiror Credit Union*"; collectively, the Acquiror Credit Union and Acquired Credit Union are referred to as the "*Credit Unions*") desire to set forth herein certain additional agreements as a result of the consummation of a merger transaction pursuant to a Merger Agreement dated as of October 1, 2014 by and among Acquiror Credit Union and Acquired Credit Union, effective on October 1, 2014 (the "*Merger Transaction*"). This letter shall be referred to as the "Post-Merger Side Letter." Capitalized terms used but not defined herein shall have the meanings assigned to them in the Securities Purchase Agreement.

As a result of the Merger Transaction, the Acquiror Credit Union has assumed the obligations and responsibilities of Acquired Credit Union with respect to Investor. Specifically:

1. Concurrently herewith, the Acquiror Credit Union is paying all accrued and unpaid interest on the Acquired Credit Union's Senior Subordinated Securities and is issuing new senior subordinated securities in exchange for the Acquired Credit Union's Senior Subordinated Securities; and
2. Pursuant to Section 4.2(a) of the Securities Purchase Agreement and effective as of October 1, 2014, Acquiror Credit Union hereby expressly assumes the due and punctual performance and observance of each and every covenant, agreement, and condition of the Securities Purchase Agreement and all ancillary documents to be performed and observed by Acquired Credit Union.

In connection with the foregoing, with the exception of the Securities Purchase Agreement, Acquiror Credit Union is issuing new documentation to Investor to reflect the investment that Investor initially made in the Acquired Credit Union, including the following (all section references below are to the Securities Purchase Agreement, unless otherwise provided):

1. an officer's certificate regarding (a) a bring down of the representations in the Securities Purchase Agreement as of October 1, 2014, per Section 2.3(c), with any exceptions to such representations noted on a disclosure schedule attached hereto and (b) compliance with section 111(b) of the Emergency Economic Stabilization Act of 2008, as amended by the

American Recovery and Reinvestment Act of 2009 (“ARRA”), as of October 1, 2014, per Section 2.3(f)(ii);

2. a legal opinion regarding the New Senior Subordinated Securities (as defined below), per Section 2.3(h);

3. certificated securities representing an amount of new Senior Subordinated Securities issued by the Acquiror Credit Union to replace the Acquired Credit Union’s Senior Subordinated Securities (the “*New Senior Subordinated Securities*”);

4. a side letter regarding compliance with ARRA; and

5. a copy of the articles and bylaws of the Acquiror Credit Union.

Acquiror Credit Union hereby acknowledges receipt of each of the closing documents in connection with the initial Investor closing for Acquired Credit Union, with the exception of the Securities Purchase Agreement.

This Post-Merger Side Letter, the Securities Purchase Agreement and the above-listed documentation constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties, both written and oral, between the parties with respect to the subject matter hereof.

This Post-Merger Side Letter may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Post-Merger Side Letter shall be governed by and construed in accordance with the federal law of the United States if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such state.

*[Remainder of this page intentionally left blank]*

United States Department of the Treasury  
Signature Page

In witness whereof, this side letter agreement has been duly executed by the authorized representatives of the parties hereto as of the date first above written.

**SELF-HELP FEDERAL CREDIT UNION**

By:   
Name: Randy Chambers  
Title: Vice President

**BUTTE FEDERAL CREDIT UNION**

By: SELF-HELP FEDERAL CREDIT  
UNION, successor-in-interest

By:   
Name: Randy Chambers  
Title: Vice President

**UNITED STATES DEPARTMENT OF  
THE TREASURY**

By: \_\_\_\_\_  
Name:  
Title:

In witness whereof, this side letter agreement has been duly executed by the authorized representatives of the parties hereto as of the date first above written.

**SELF-HELP FEDERAL CREDIT UNION**

By: \_\_\_\_\_  
Name: Randy Chambers  
Title: Vice President

**BUTTE FEDERAL CREDIT UNION**

By: SELF-HELP FEDERAL CREDIT  
UNION, successor-in-interest

By: \_\_\_\_\_ Name:  
Randy Chambers  
Title: Vice President

**UNITED STATES DEPARTMENT OF  
THE TREASURY**

By: \_\_\_\_\_  
Name: Lorenzo Rasetti  
Title: Chief Financial Officer

## SCHEDULE A

### General Information Regarding Acquired Credit Union Initial Closing:

Acquired Credit Union Name: Butte Federal Credit Union

Date of Acquired Credit Union Letter Agreement incorporating  
the Securities Purchase Agreement: September 24, 2010

Corporate or other organizational form of the Acquired Credit Union: Federal Credit Union

Aggregate principal amount of securities issued to the  
Investor at the Acquired Credit Union Closing: \$1,000,000.00

### Terms of the Merger/Acquisition:

Effective Date of Merger/Acquisition: October 1, 2014

### Resultant Acquiror Securities:

Amount of Senior Subordinated Securities Issued to Investor by Acquiror Credit Union  
Post-Merger to Replace the Acquired Credit Union's Senior Subordinated Securities:  
\$1,000,000.00