

AMENDED SUPERVISORY AGREEMENT

This Amended Supervisory Agreement (Amended Agreement) is entered into and made effective this 19th day of June, 2009 (Effective Date), by and between Aurora Service Corporation (Holding Company), Maple Grove, Minnesota (OTS Docket No. H-2176), a registered savings and loan holding company that owns and controls Inter Savings Bank, Maple Grove, Minnesota (Association) (OTS Docket No. 07071), a federally chartered stock savings association, and the Office of Thrift Supervision (OTS), a bureau of the United States Department of the Treasury, acting through its Regional Director for the Central Region or his designee (Regional Director).

WHEREAS, OTS, pursuant to 12 USC § 1818, has the statutory authority to enter into, amend and enforce supervisory agreements to ensure the establishment and the maintenance of the appropriate safeguards in the operation of entities that it regulates, specifically, the Holding Company; and

WHEREAS, OTS entered into a Supervisory Agreement with the Holding Company, effective October 1, 2008 (2008 Supervisory Agreement); and

WHEREAS, OTS is of the opinion that the Holding Company has continued to engage in unsafe or unsound practices, including inadequate risk management practices, and failed to establish and implement sound financial policies, and OTS is of the opinion that it has grounds to initiate an administrative proceeding against the Holding Company pursuant to 12 USC § 1818(b); and

WHEREAS the Board of Directors (Board) of the Holding Company desires to cooperate with OTS and to demonstrate its commitment to the continued development and implementation of appropriate financial policies; and

WHEREAS, OTS is of the view that it is appropriate to ensure that the Holding Company engages in the implementation of safe and sound financial policies and addresses the capital issues at the Association that are the subject of the Order to Cease and Desist issued by OTS against the Association on June 19, 2009 (CN 09-15) (Association C&D Order), by entering into this Amended Agreement with the Holding Company; and

WHEREAS, the Holding Company enters into this Amended Agreement, without admitting or denying that such grounds exist to initiate an administrative proceeding, except as to OTS's jurisdiction to bring such action; and

NOW, THEREFORE, in consideration of the above premises and the mutual undertakings set forth herein, the parties hereto agree as follows:

1. Amendment of Existing 2008 Supervisory Agreement

This Amended Agreement amends the 2008 Supervisory Agreement, which remains in full force and effect. The 2008 Supervisory Agreement is amended by the replacement of subparagraph 1.A. with the following subparagraph:

- A. *By June 30, 2009, the Board of the Holding Company shall approve and submit to OTS for review and written non-objection a written three-year comprehensive detailed plan for enhancing the capital of the Holding Company and for the service of the debt and other obligations of the Holding Company (Capital Financial Plan). The Capital Financial Plan shall, at a minimum, address the following components:*

The 2008 Supervisory Agreement is further amended by the replacement of subparagraph 1.A.1 with the following subparagraph:

- 1) *Capital infusions into the Association, if necessary, for the Association to: (a) meet and maintain by September 30, 2009 and thereafter, at a minimum at all times, a Tier 1 (Core) Capital Ratio of five percent (5.00%) and a Total Risk-Based Capital Ratio of ten percent (10.00%), including the additional risk-based capital required by the Association C&D Order; and (b) maintain sufficient capital for the Association's risk profile;*

2. Duration, Termination or Suspension of Amended Agreement

- A. This Amended Agreement shall: (1) become effective upon its execution by OTS, through its authorized representative whose signature appears below (Effective Date); and (2) remain in effect until terminated, modified, or suspended in writing by OTS, acting through its Director or the Regional Director (including any authorized designee thereof).
- B. The Regional Director, in his sole discretion, may, by written notice, suspend any or all provisions of this Amended Agreement.

3. Integration Clause

The 2008 Supervisory Agreement, as amended herein, represents the final written agreement of the parties with respect to the subject matter hereof and constitutes the sole agreement of the parties, as of the Effective Date of the Amended Agreement, with respect to such subject matter herein.

4. Signature of Directors

Each Director of the Holding Company signing this Amended Agreement attests, by such act, that she or he voted in favor of a board resolution authorizing the execution of this Amended Agreement by the Holding Company to evidence the agreement of the Holding Company with every provision of the Amended Agreement. A copy of the resolution of the Board authorizing the execution of the Amended Agreement shall be delivered to OTS along with the executed original of the Amended Agreement.

5. Enforceability of Amended Agreement

The Holding Company represents and warrants that this Amended Agreement has been duly authorized, executed, and delivered, and constitutes, in accordance with its terms, a valid and binding obligation of the Holding Company. The Holding Company acknowledges that this

Amended Agreement is a "written agreement" entered into with OTS for the purposes of 12 USC § 1818.

IN WITNESS WHEREOF, OTS, acting by and through the Regional Director, and the Holding Company, in accordance with a duly adopted resolution of its Board, hereby execute this Amended Agreement as of the Effective Date.

OFFICE OF THRIFT SUPERVISION

By:

Daniel T. McKee
Acting Regional Director
Central Region

Effective Date: _____

AURORA SERVICE CORPORATION, MAPLE GROVE, MINNESOTA

By: _____ /s/
Ronald R. Fletcher, Chairman
of the Board and President

_____ /s/
Fred B. Stelter, Director

_____ /s/
John R. Fletcher, Director

Date: _____

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IN WITNESS WHEREOF, OTS, acting by and through the Regional Director, and the Holding Company, in accordance with a duly adopted resolution of its Board, hereby execute this Amended Agreement as of the Effective Date.

OFFICE OF THRIFT SUPERVISION

By:

_____/s/_____
Daniel T. McKee
Regional Director
Central Region

Effective Date: 6/19/09

AURORA SERVICE CORPORATION, MAPLE GROVE, MINNESOTA

By: _____
Ronald R. Fletcher, Chairman
of the Board and President

Fred B. Stelter, Director

John R. Fletcher, Director

Date: _____