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OTS No. 2519

SUPERVISORY AGREEMENT

This Supervisory Agreement ("Agreement") is made and is effective this 18 th day of March, 1992 (the "Effective Date"), by and between Oritani Savings and Loan Association (the "Association"), a state chartered mutual association, having its main office located at 321 Main Street, Hackensack, New Jersey, and the Office of Thrift Supervision ("OTS"), an office within the Department of the Treasury, a department in the Executive Branch of the United States Government, having its principal executive offices located at 1700 G Street, N.W., Washington, D.C.

WHEREAS, the OTS is the primary federal regulator of the Association; and

WHEREAS, the OTS, represented by the Regional Director for the Northeast Region ("Regional Director") is of the opinion that: (i) several of the Association's operating plans/policies are deficient and (ii) there have been certain deficiencies in the Association's periodic reports to the OTS; and that such deficiencies: (i) have resulted in violations of the laws or regulations cited in Section 1.1 of this Agreement and (ii) are considered to be unsafe and unsound; and

WHEREAS, the OTS is of the opinion that grounds exist for the initiation of administrative proceedings against the Association; and

WHEREAS, the OTS is of the view that it is appropriate to take measures intended to ensure that the Association will: (i) comply with all applicable laws and regulations and (ii) engage in safe and sound practices.

WHEREAS, the OTS advised the Association, by letter dated January 21, 1992, of twelve (12) items identified in the Report of Examination dated July 29, 1991 ("ROE") that were in need of corrective action;

WHEREAS, the Board of Directors of the Association (the "Board"), without admitting or denying any violations of laws or regulations and/or unsafe and unsound practices, and having previously committed to address the concerns of the OTS in a letter dated February 20, 1992, wishes to further cooperate with the OTS and to demonstrate that they have the intent and ability to: (i) comply with all applicable laws and regulations and (ii) engage in safe and sound practices.

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

I. COMPLIANCE WITH LAWS AND REGULATIONS

1.1. The Association shall comply with the following Federal laws and regulations:

A. Section 5(v) of the Home Owners' Loan Act, 12 U.S.C. §1464(v) and Sections 563.170(c)(9) and 563.180(a) of the OTS Regulations 12 C.F.R. §§ 563.170(c) and 563.180(a) (regarding establishment of records and periodic reports to the OTS).

B. Section 563.161 of the OTS Regulations, 12 C.F.R. §563.161 (regarding management and financial policies);

C. Section 563.176 of the OTS Regulations, 12 C.F.R. §563.176 (regarding interest rate risk management procedures)

II. CORRECTIVE PROVISIONS

2.1. Management Plan.

No later than June 30, 1992, the Association shall develop and submit to the Regional Director a management plan that addresses, at a minimum, the following items: (i) management succession, (ii) proper utilization of senior management and (iii) delegations of authority.

2.2. Business Plan.

A. Submission of Business Plan. No later than June 30, 1992, the Association shall submit a one (1) year and three (3) year business plan to the Regional Director, which has been prepared by management and approved by the Board. Such approval shall be documented in the Board minutes.

B. Contents. The business plan shall identify the major areas in, and means by which the Board will seek to improve the Association's operating performance. At a minimum, the business plan shall address/incorporate:

(i) the Association's objectives, operating strategy and business philosophy during the next one (1) year and three (3) year period;

(ii) its present financial condition and risk profile (i.e. capital, earnings, credit risk, interest rate risk and liquidity risk);

(iii) budget and budget review procedures that compare actual results with prior projections;

(iv) profit composition;

(v) market penetration;

(vi) deposit solicitation practices;

(vii) an assessment of market opportunities and threats through an analysis of economic, demographic and competitive trends, as specified on Page 7 of the OTS Report of Examination dated July 29, 1991 ("ROE").

C. Review by Board. The business plan and its implementation by management shall be reviewed by the Board at least once during every calendar quarter and such review shall be documented in the Board minutes. The Board shall in addition to such quarterly reviews, review the business plan annually to determine if revisions are required and shall revise the business plan accordingly.

2.3. Interest Rate Risk Policy.

The Board shall: (i) review OTS Thrift Bulletin 13 and (ii) consider changes to the Association's interest rate risk policy, in view of the comments contained on Page 14 of the ROE. No later than June 30, 1992, the Association shall submit a revised interest rate risk policy to the Regional Director.

2.4. Investment Policy.

No later than March 31, 1992, the Board shall submit a revised investment policy to the Regional Director, after considering the comments contained on Page 8 of the ROE.

III. MISCELLANEOUS PROVISIONS

3.1. Compliance with Agreement.

The Board of Directors and the executive officers of the Association shall take immediate action to cause the Association to comply with the terms of this Agreement and shall take all actions necessary or appropriate thereafter to cause the Association to continue to carry out the provisions of this Agreement.

3.2. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) all terms not otherwise defined herein that are defined in the Home Owners' Loan Act, the Federal Deposit Insurance Act, the Rules and Regulations of the OTS or its publicly available Bulletins and Advisory Memoranda shall have the meanings assigned to them in such statutes, Rules and Regulations, Bulletins, and Advisory Memoranda; and (b) all technical words or terms not subject to a definition in this Agreement shall have the meanings that accord with the best custom and usage in the thrift and banking industries.

"Regional Director" or his successor is the "senior supervisory official" within the meaning of Section 723(d) of the FIRREA, and refers to the Regional Director of the Northeast region of OTS. All references to the Regional Director shall include the Regional Director and/or his designee(s).

3.3. Successor Statutes, Regulations, Guidance, Amendments.

Reference in this Agreement to provisions of statutes, regulations, and OTS Memoranda shall be deemed to include references to all amendments to such provisions as have been made as of the Effective Date and references to successor provisions as they become applicable.

3.4. Duration, Termination or Suspension of Agreement.

A. This Agreement shall remain in effect until terminated, modified or suspended in writing by the OTS, acting through its Director or the Regional Director (including any authorized designee thereof).

B. The Regional Director or his designee, in his or her sole discretion, may, by written notice, suspend any or all provisions of this Agreement.

3.5. Separability Clause.

In case any provision in this Agreement is ruled to be invalid, illegal or unenforceable by the decision of any Court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless the Regional Director, in his sole discretion, determines otherwise.

3.6. No Violations of Law, Rule, Regulation or Policy Statement Authorized.

Nothing in this Agreement shall be construed as allowing the Association to violate any law, rule, regulation, or policy statement to which it is subject.

3.7. Successors in Interest/Benefit.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, the parties hereto and their successors in interest. Nothing in this Agreement, express or implied, shall give to any person or entity, other than the parties hereto, the Resolution Trust Corporation, and the Federal Deposit Insurance Corporation and there successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

3.8. Signature of Directors.

Each Director signing the Agreement attests, by such act, that she or he, as the case may be, voted in favor of the resolution, in the form attached to this Agreement, authorizing the execution of this Agreement by the Association.

3.9. Enforceability of Agreement.

The Association represents and warrants that this Agreement has been duly authorized, executed, and delivered, and constitutes, in accordance with its terms, a valid and binding obligation of the Association. The Association acknowledges that this Agreement is a "written agreement" entered into with the OTS within the meaning of Section 8 of the FDIA, 12 U.S.C. §1818.

IN WITNESS WHEREOF, the OTS, acting by and through the Regional Director and the Association, in accordance with a duly adopted resolution of its Board (copy attached hereto), hereby execute this Agreement as of the Effective Date.

OFFICE OF THRIFT SUPERVISION

By:

/s/

Name: Angelo A. Vigna
Title: Regional Director

THE ASSOCIATION

By:

/s/

Name: Charles H. Lindner, Jr.
Chief Executive Officer

DIRECTORS OF THE ASSOCIATION

/s/
Director Thomas J. Bonica

/s/
Director A. Theodore Holmes, Jr.

/s/
Director Dominic F. Cundari

/s/
Director Charles H. Lindner, Jr.

/s/
Director Joseph De Ferrari, Jr.

/s/
Director Kevin Lynch

/s/
Director Robert F. Gerrie

/s/
Director David Peterson

/s/
Director William E. Gott

/s/
Director Philip D. Wyks

FORM OF

CERTIFIED COPY OF
RESOLUTION OF BOARD OF DIRECTORS

I, the undersigned, being the duly appointed and qualified Secretary of ORITANI SAVINGS & LOAN ASSOCIATION ("the Association") hereby certify as follows:

1. A duly called meeting of the Board of Directors of the Association was held on March 18, , 1992;

2. At said meeting a quorum was present and voting throughout;

3. The following is a true copy of resolutions duly adopted by the Association's Board of Directors, which resolutions have not been rescinded or modified and are now in full force and effect:

WHEREAS, the Board of Directors of the Association wishes to cooperate with the OTS and to demonstrate that said Board and the Association have the intent and ability to: (1) comply with all applicable laws and regulations and (2) engage in safe and sound practices.

WHEREAS the Directors of the Association have read and considered the proposed Supervisory Agreement ("Agreement") which shall be attached to the minutes of this meeting; and

WHEREAS after due consideration, the Directors of the Association have determined to cause the Association to enter into the proposed Agreement which is in the best interest of the Association;

NOW THEREFORE, BE IT RESOLVED, that the Association be and it hereby is authorized to enter into the Agreement in the form attached to the minutes of the meeting,

FURTHER RESOLVED, that the execution and delivery of, and performance of all of the provisions of, the Agreement, be and they hereby, are authorized and approved,

FURTHER RESOLVED, that the Directors and Officers of the Association be, and they hereby are, authorized and directed to execute and deliver the Agreement and to take all steps necessary or appropriate to implement the terms of the Agreement and to cause the Association to comply in all respects with the terms of the Agreement.

4. All members of the Board of Directors were present and voted at the meeting. (~~except~~ _____) and all members of the Board of Directors ~~except~~ _____) voted in favor of the resolution;

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed the seal of the Association on this 18th day of March, 1992.

/S/

Name: Philip M. Wyks

Title: Secretary

(SEAL)