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OTS NO. 2612

SUPERVISORY AGREEMENT

This Supervisory Agreement ("Agreement") is made and is effective this 27 day of April, 1992 (the "Effective Date"), by and between St. Edmond's Savings and Loan Association (the "Association"), a state chartered mutual-form savings association, having its main office located at Passyunk Avenue at Mifflin Street, Philadelphia, Pennsylvania 19148, 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 Association is a state chartered mutual-form savings association, the deposits of which are insured by the Savings Association Insurance Fund ("SAIF") of the Federal Deposit Insurance Corporation ("FDIC"), and is subject to applicable federal laws and regulations; and

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 the Association has engaged in certain acts and practices in operating the business of the Association that may be violations of certain of the laws or regulations to which the Association is subject, and that may provide grounds for the initiation of judicial and/or administrative proceedings against the Association; and

WHEREAS, the OTS is of the view that it is appropriate for the OTS to take measures intended to ensure that the Association will: (1) comply with all applicable laws and regulations; (2) engage in safe and sound practices; and (3) maintain itself in a safe and sound condition and

WHEREAS, neither the Association nor the Board of Directors of the Association (the "Board") concurs or admits that the Association has engaged in acts and/or practices in operating the business of the Association that are violation of certain of the laws or regulations to which the Association is subject, the Association and the Board are willing to enter into this Agreement in the interest of regulatory compliance and cooperation; and

WHEREAS, the Board wishes to cooperate with the OTS and to demonstrate that they have the intent and ability to: (1) comply with all applicable laws and regulations; (2) engage in safe and sound practices; and (3) maintain the Association in a safe and sound condition, consistent with the fiduciary duties owed to the Association and its depositors.

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:

SECTION 1 -- COMPLIANCE WITH LAWS AND REGULATIONS

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

(a) Section 563.33(a)(1)(ii) of the OTS Regulations, 12 C.F.R. §563.33(a)(1)(ii) (regarding composition of the Board of Directors);

(b) Section 563.170 of the OTS Regulations, 12 C.F.R. §563.170 (regarding establishing and maintenance of accurate thrift financial reports);

(c) Section 563.172(a) of the OTS Regulations, 12 C.F.R. §563.172(a) (regarding identification of in substance foreclosure and appraisal of real estate owned);

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

(e) Section 563.234 of the OTS Regulations, 12 C.F.R. §563.234 (regarding accounting for troubled debt restructuring); and

(f) Section 571.19(b) of the OTS Regulations, 12 C.F.R. §571.19(b) (regarding investment portfolio policy and guidelines.

1.2 The compliance requirements of this Agreement shall not be construed as an authorization for the Association to engage in the activities governed by the aforesaid laws, rules and regulations. To the extent that it is lawful for the Association or its affiliates to engage in such activities, and if provisions of this Agreement set forth more strict restrictions, limitations and requirements than are set forth in applicable laws, rules and regulations, then, under such circumstances, those activities shall be subject to the stricter restrictions, limitations and requirements set forth in this Agreement, until such time as those stricter restrictions, limitations, and requirements have been satisfied, modified, suspended, terminated or set aside by the OTS.

SECTION 2 -- OPERATING REQUIREMENTS

2.1 Director Responsibility

(a) Oversight

The Board has the ultimate responsibility for overseeing

the safe and sound operation of the Association. The Board shall take an expansive role in overseeing the business and affairs of the Association. Specifically, the Board shall establish policies, procedures and controls to assure the safe and sound operation of the Association, monitor compliance with such policies and procedures, as well as with the laws and regulations governing the Association and closely supervise management's performance.

Steps to expand the Board's oversight of the Association shall include, but not be limited to, the following:

(i) Board Meetings

The meetings of the Board of Directors shall continue to be held at least monthly. The composition of the Board, at all times, shall comply with the requirements of 12 C.F.R. 563.33. In that regard, the Board shall confirm to the OTS the resignation of Mitchell E. Panzer from the Board by transmitting to the Regional Director a copy of the minutes of the Board evidencing his resignation.

(ii) Board and Committee Meeting Minutes

Detailed minutes of all Board and Committee meetings shall be maintained on a timely basis. All such minutes, which must be approved by the Board, shall fully and comprehensively: (1) reflect discussions held; (2) document important matters considered; (3) delineate both policies and procedures approved and exceptions to approved policies and procedures; and (4) recite information reported by management to the Board. In that regard, management's reports to the Board shall be presented with appropriate detail and fully apprise the Board of management's activities, and the Board minutes shall describe the Board's review, analysis, and discussion of said reports.

(iii) Board Approval of Policies

The Board shall approve of all policies governing the operations of the Association, and within 60 days after the effective date of this Order ("Effective Date"), if it has not already done so, consider whether to approve the Association's share loan policy and collection policy. The Board shall cause management to present to it, within 60 days after the Effective Date, a detailed policy regarding capitalized interest for the Board to consider for approval, if it has not already done so. The Board shall document its discussion, review, and approval of all policies on, at least, an annual basis.

(iv) Board Fees

Within 30 days after the Effective Date, the Board

shall adopt a resolution, if it has not already done so, providing that board fees shall not be paid to any inside directors, that is, senior management receiving salaries.

2.2 Budget

(a) New Budget Within 60 days after the Effective Date, the Board shall adopt and implement, if it has not already done so, a new budget for the current fiscal year. The budget shall include, at a minimum, preparation of pro forma statements of condition, operations, changes in equity, cash flows, and sources and uses of funds.

(b) Budget Review Procedures No later than 60 days after the Effective Date, the Board shall adopt and implement, if it has not already done so, procedures for a budget review process which shall include, at a minimum: (i) monitoring of the income and expenses of the Association; (ii) comparison of actual results against budgeted projections; (iii) preparation of monthly variance reports describing the differences between actual and projected results; and (iv) making appropriate adjustments to the budget based upon actual results and to reflect changes in underlying assumptions.

(c) Review by the Board The Board shall review and compare the budget to actual operating results on a monthly basis and such review shall be documented in the Board minutes.

2.3 Strategic Plan

(a) Submission of Strategic Plan No later than 90 days after the Effective Date, the Association shall submit a three (3) year strategic 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 strategic plan shall, at a minimum, address the following areas: (i) the Association's objectives, operating strategy and business philosophy during the next one (1) year and three (3) periods; (ii) its present financial condition; (iii) the budget and budget review procedures specified in Section 2.2; (iv) credit exposure; (v) regulatory capital position; (vi) profit composition; (vii) market penetration; (viii) interest rate risk management; (ix) deposit solicitation strategies; (x) projected sources and uses of funds; (xi) asset/liability management; and (xii) new business initiatives.

(c) Review by Board The strategic 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 strategic plan annually to

determine if revisions are required and shall revise the strategic plan accordingly. Any revisions in the strategic plan shall be submitted to the Regional Director.

2.4 Management Plan and Compensation Policy

(a) Management Plan No later than 90 days after the Effective Date, the Board shall adopt and implement, if it has not already done so, a plan which shall ensure that the Association has capable and effective management and staff to carry out the affairs of the Association. Such plan shall include, at a minimum:

(i) specification of the actions required to recruit, hire, and train any additional or replacement personnel with the ability, experience and other qualifications which the Board determines are necessary to fill any deficiencies of the Association with respect to senior management and other staff;

(ii) a procedure for individualized written evaluations, on at least an annual basis, of management personnel, said evaluations to be reviewed by the Board and the Board's review shall be documented in the Board's minutes; and

(iii) a procedure delineating the sequence of management succession.

(b) Compensation Policy No later than 60 days after the Effective Date, the Board shall adopt and implement, if it has not already done so, a compensation policy which ensures that compensation to each of the Association's officers, directors and employees is reasonable and commensurate with each individual's duties and responsibilities in compliance with 12 C.F.R. §563.161(b). The approval of such plan shall be documented in the Board minutes.

2.5 Interest Rate Risk Management

(a) Policy and Procedures No later than 90 days after the Effective Date, the Board shall adopt and implement, if it has not already done so, an interest rate risk policy and procedures which are consistent with OTS Regulations 12 C.F.R. §§563.17 and 571.3 and OTS Thrift Bulletins Nos. 13, 13-1 and 13-2. Approval by the Board of such policy shall be documented in the Board minutes. The policy shall at a minimum provide for: (i) the accurate measuring and monitoring of interest rate risk; (ii) the assessment of the impact of varying interest rate scenarios on the market value of portfolio equity and net interest income; (iii) goals, strategies and timetables for reducing the Association's interest rate risk exposure, with particular emphasis on the Association's one- and three-year GAP positions; and (iv) targeted GAP ratios and procedures for monitoring the Association's progress towards achieving these ratios.

(b) Review by the Board The Association shall prepare a report on a quarterly basis comparing actual interest rate risk exposure to the limits approved by the Board pursuant to Section 2.5(a). Such report shall be reviewed by the Board and the Board's review shall be documented in the Board minutes.

2.6 Investment Policy

Within 90 days of the Effective Date, the Board shall adopt and implement, if it has not already done so, a formal written investment policy which shall be consistent with OTS Regulation §571.19(b).

2.7 Asset Classification Program

(a) Policy and Procedures Within 30 days after the Effective Date, the Bank shall develop and implement, if it has not already done so, an asset review and classification policy which shall comply with the provisions of OTS Regulation 12 C.F.R. §563.160. Such policy shall, at a minimum ensure: (i) the identification of problem assets, and where appropriate, the classification of such assets; (ii) the proper reporting of the level of asset classifications; (iii) adequate valuation allowances to reflect credit risk in its portfolio; (iv) the review of delinquent credits, previously classified credits, credits in excess of \$250,000; (v) the assessment of the impact of the economy on the portfolio; and (vi) the appropriate methodology and practice for identifying and transferring to real estate owned in-substance-foreclosure assets.

(b) Resolution Regarding Board Action Within 60 days after the Effective Date, the Board shall provide the Regional Director, if it has not already done so, with a corporate resolution certifying that the Board has reviewed the OTS classification of assets detailed in the August 31, 1991 Report of Examination and that the Board has made the necessary charge-offs and established the required general and specific reserves.

(c) Board Review Within 30 days after the Effective Date and within 30 days after the end of each calendar quarter, the Board of Directors shall provide the Regional Director with a copy of the Board's minutes evidencing that the Board has reviewed and determined that the level of general valuation allowances ("GVA's") and specific valuation allowances ("SVA's") reported on Schedule VA of the quarterly Thrift Financial Report ("TFR") appropriately reflect the level of current and anticipated credit exposure in the Association's portfolio. The Board's review of the Association's GVA's and SVA's shall be fully documented in the Board's minutes. This review shall include an assessment of the Association's compliance with its asset classification program. The Board shall undertake to cause all reasonably necessary action to achieve

compliance with the program and to establish adequate reserves consistent with policies and procedures of the Association. The Board shall consider and attach to the minutes:

(i) a listing of all assets classified in the most recent OTS Report of Examination and/or identified internally as a "classified asset" as reported on Schedule TA of the TFR, including for each asset: (a) the loan or other identification number, (b) the borrower or title of the asset, (c) the association's recorded investment (i.e. principal balance, plus accrued interest, plus or minus related discounts or premiums), (d) the amount classified as special mention, substandard, doubtful or loss, (e) specific valuation allowances established against the asset and (f) the carrying amount of the asset (recorded investment minus loss allowances) and

(ii) an analysis of the adequacy of the Association's GVA's prepared by the Association's management.

2.8 Appraisals

Within 60 days after the Effective Date, the Board shall adopt and implement, if it has not already done so, a formal written appraisal policy which, at a minimum, shall require annual appraisals of all real estate owned unless good cause exists for a decision not to appraise a particular property which decision must be approved by the Board. Furthermore, and consistent with OTS Regulation 12 C.F.R. §563.172(a), the Association shall appraise each parcel of real estate owned at the earlier of in-substance-foreclosure or at the time of the Association's acquisition of such property.

2.9 Real Estate Owned

(a) Within 30 days after the Effective Date, the Board shall provide the Regional Director with a corporate resolution providing that all assets identified as in-substance-foreclosures have been transferred into real estate owned.

(b) Within 60 days after the Effective Date, the Board shall adopt a written program designed to facilitate the disposition of its real estate owned. The disposition of assets identified as in-substance-foreclosure and transferred to real estate owned as a result of such classification, shall be deferred until such time as the Association may become the successful bidder and real owner of such asset as purchaser on the writ of mortgage foreclosure. The program shall, inter alia:

(i) facilitate the identification and tracking of all real estate owned;

(ii) ensure that appraisals are maintained in the

relevant file;

(iii) establish appropriate timeframes for the disposition of each real estate owned and the method, manner, and pricing thereof; and

(iv) provide for the treatment of rental income on such property consistent with generally accepted accounting principles.

(c) Within 60 days after the Effective Date, the Board shall adopt, if it has not already done so, a written program designed to reflect the appropriate carrying value of real estate owned. The program shall, inter alia:

(i) require fair value valuations of new real estate owned, including in-substance-foreclosures, at the earliest identifiable date;

(ii) require net realizable value calculations on real estate owned on a periodic basis; and

(iii) establish the periodic basis for net realizable value calculations to be quarterly, or document the establishment of a different periodic basis and the reasons therefor.

Management shall provide a written report to the Board on the implementation of the programs described in this Section on at least a quarterly basis. The Board shall review the report at its meeting next subsequent to the preparation of the report and the minutes of the Board meeting shall document the Board's review and discussion of the report.

2.10 Criminal Referrals

The Association shall submit criminal referrals within 14 Business Days after the discovery of any known or suspected criminal act, in accordance with Section 563.180(d) of the OTS Regulations, 12 C.F.R. §563.180(d).

SECTION 3 -- COMPLIANCE WITH THIS AGREEMENT

3.1 Board Review of Compliance with Agreement

(a) The Board shall take immediate action for the purpose of causing the Association to comply with this Agreement if it has not already initiated or completed the recommended actions.

(b) The Board, on a quarterly basis, following a diligent inquiry of relevant information (including reports of management), shall cause to be reflected in its minutes that to the best of its

knowledge and belief, during the immediately preceding calendar quarter, the Association has substantially complied with each provision of this Agreement currently in effect, to the extent required, except as otherwise stated. The minutes Resolution shall: (i) specify in detail how, if at all, full compliance was found not to exist; (ii) identify all notices of exemption issued by the Regional Director that were outstanding as of the date of its adoption; and (iii) identify each Director in favor of, opposed to or abstaining from such determination.

(c) No later than the 25th Business Day of the month following the end of a calendar quarter, beginning with the end of the first calendar quarter following the Effective Date, the Association shall provide to the Regional Director a certified true copy of the minutes of meetings during which the compliance evaluation was made, and adopted by the Board in its regular course of business. The Board by virtue of the Association's submission of a certified true copy of such minutes to the Regional Director, shall be deemed to have certified the accuracy of the statements set forth in the minutes, except to the extent that any Director's opposition to or abstention from such evaluation shall already be noted in the minutes of the Board.

SECTION 4 -- DEFINITIONS AND MISCELLANEOUS PROVISIONS

4.1 Definitions

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) the terms used in this Agreement have the meanings assigned to them in this Section 4.1 and include the plural as well as the singular; (b) all accounting terms not otherwise defined have the meanings assigned to them in accordance with generally accepted accounting principles in the United States, except that if such terms are defined in the Rules and Regulations of the OTS, such regulatory definitions shall be controlling; (c) all terms not otherwise defined herein that are defined in the HOLA, the FDIA, FIRREA, 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 (d) 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.

"Advisory Memoranda" refers to, inter alia, R Memoranda and T Memoranda issued by the staff (or agents) of the OTS (or its predecessors in interest).

"Board" means the board of directors of the Association.

"Board Resolution" means a resolution duly adopted by a disinterested majority of the Board present at a duly called and held meeting of the Board at which a quorum was present ; or in the context of a Committee resolution, a resolution duly adopted by a disinterested majority of the Committee present at a duly called and held meeting of the Committee.

"Bulletins" refers to, inter alia, Regulatory Bulletins, Thrift Bulletins, and PA Bulletins, issued by the staff (or agents) of the OTS (or its predecessors in interest).

"Business Day" means any weekday excluding Federal holidays.

"Officer" has the meaning assigned to the term "Officer" as set forth in Section 561.35 of the OTS Regulations, 12 C.F.R. § 561.35.

"FDIA" means the Federal Deposit Insurance Act, as amended, 12 U.S.C. §1811 et seq.

"FDIC" means the Federal Deposit Insurance Corporation.

"FIRREA" means the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, Pub. L. No. 101-73, 103 Stat. 183.

The words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, or other subdivision, unless the context otherwise requires.

"HOLA" means the Home Owners' Loan Act, as amended, 12 U.S.C. §1461 et seq.

"OTS" refers to the Office of Thrift Supervision, United States Department of the Treasury, or its successors.

"OTS Examination Report" means the Report of Examination of the Association conducted by OTS, beginning August 13, 1991 and ending October 17, 1991.

"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).

"Savings association" shall have the meaning as set forth in Section 2(4) of the HOLA, 12 U.S.C. §1462(4).

4.2 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.

4.3 Notices

(a) Except as otherwise provided herein, any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by the Agreement to be made upon, given or furnished to, delivered to, or filed with:

(i) the OTS by the Association shall be sufficient for every purpose hereunder if in writing and mailed, first class or airmail postage prepaid or sent via overnight delivery service or physically delivered, in each case addressed to the Regional Director, Office of Thrift Supervision, Department of the Treasury, Ten Exchange Place, 18th Floor, Jersey City, New Jersey 07302 or telecopied to (201) 413-7543 and confirmed by mail, first class or airmail postage prepaid, overnight delivery service or physically delivered, in each case to the above address.

(ii) the Association by the OTS shall be sufficient for every purpose hereunder if in writing and mailed, first class or airmail postage prepaid or sent via overnight delivery service or physically delivered, in each case addressed to the Association at St. Edmond's Savings and Loan Association, Passyunk Avenue at Mifflin Street, Philadelphia, Pennsylvania 19148 or telecopied to (215) 462-7027 and confirmed by mail, first class or airmail postage prepaid, overnight delivery service or physically delivered, in each case to the above address.

(b) Notices hereunder shall be effective upon receipt, if by mail, overnight delivery service or telecopy, and upon delivery, if by physical delivery. If there is a dispute about the date on which a written notice has been received by a party to this Agreement, then, in the event such notice was sent by the United States mail, there shall be a presumption that the notice was received two Business Days after the date of the postmark on the envelope in which the notice was enclosed.

4.4 Duration, Termination or Suspension of Agreement

(a) The 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.

4.5 Effect of Headings

The Section headings herein are for convenience only and shall not affect the construction hereof.

4.6 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.

4.7 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.

4.8 Successors in Interest

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.

4.9 Benefits of the Agreement

Nothing in this Agreement, express or implied, shall give to any person or entity, other than the parties hereto, and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

4.10 Signature of Directors

Each Director signing the Agreement attests that s/he voted positively in favor of the resolution authorizing the execution of the Agreement by the Association.

This Agreement may be executed by the Directors in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

4.11 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 as Appendix I), hereby execute this Agreement as of the Effective Date.

OFFICE OF THRIFT SUPERVISION

ST. EDMOND'S SAVINGS AND
LOAN ASSOCIATION

151
Name: Robert P. Gough
Title: Assistant Director I

151
Name: Gilbert Barsky
Title: President, pro tem

DIRECTORS OF THE ASSOCIATION

Director

Board Member: Angelo R. Aquaro

COUNTERPART SIGNATURE PAGE TO SUPERVISORY AGREEMENT

DIRECTORS OF THE ASSOCIATION

¹⁵¹
~~Angelo R. Aquaro~~

Andrew A. Hines

Gilbert Barsky

Max H. Kantor

Samuel Barsky

Benjamin Kovnat

Alfred DeMarco

Marcy C. Panzer

P. Charles DeRita

Philip F. Panzer

Nicholas M. Renzi

Date: 2 April 92

Board Member: Gilbert Barsky

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DIRECTORS OF THE ASSOCIATION

Angelo R. Aquaro

Andrew A. Hines

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Gilbert Barsky *Y*

Max H. Kantor

Samuel Barsky

Benjamin Kovnat

Alfred DeMarco

Marcy C. Panzer

P. Charles DeRita

Philip F. Panzer

Nicholas M. Renzi

Date: 4-1-92

Board Member: Samuel Barsky

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Samuel Barsky

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P. Charles DeRita

Philip F. Panzer

Nicholas M. Renzi

Date: 9/1/92

Board Member: Alfred DeMarco

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Andrew A. Hines

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Max H. Kantor

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Alfred DeMarco

Marcy C. Panzer

P. Charles DeRita

Philip F. Panzer

Nicholas M. Renzi

Date: April 3, 1992

Board Member: P. Charles DeRita

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Angelo R. Aquaro

Andrew A. Hines

Gilbert Barsky

Max H. Kantor

Samuel Barsky

Benjamin Kovnat

Alfred DeMarco

Marcy C. Panzer

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[Signature]

P. Charles DeRita

Philip F. Panzer

Nicholas M. Renzi

Date: 4/28/93

Board Member: Nicholas M. Renzi

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Marcy C. Panzer

P. Charles DeRita

Philip F. Panzer

151

Nicholas M. Renzi

Date: 4/13/92

Board Member: Andrew A. Hines

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DIRECTORS OF THE ASSOCIATION

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Philip F. Panzer

Nicholas M. Renzi

Date: 4-1-92

Board Member: Max H. Kantor

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Nicholas M. Renzi

Date: 4-1-92

Board Member: Benjamin Kovnat

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Philip F. Panzer

Nicholas M. Renzi

Date: 4-1-92

Board Member: Marcy C. Panzer

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Board Member: Philip F. Panzer

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Philip F. Panzer

Nicholas M. Renzi

Date: 4/2/92

Board Member: Philip F. Panzer

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Philip F. Panzer

Nicholas M. Renzi

Date: 4-29-92