

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

Metropolitan St. Louis Equal Housing Opportunity Council (EHOC)
1027 South Vandeventer Avenue, 6th Floor
St. Louis, MO 63110

(Complainant)

and

Midland States Bancorp, Inc.
1201 Network Centre Drive
Effingham, Il 62401
Midland States Bank

1201 Network Centre Drive
Effingham, Il 62401

(Respondents)

and

The United States Department of Housing and Urban Development

FHEO CASE NUMBER: 07-14-0322-S
(originally Number 07-14-0128-8), as amended

A. PARTIES AND SUBJECT PROPERTY

- Metropolitan St. Louis Equal Housing Opportunity Council (EHOC), Complainant
- Midland States Bancorp, Inc. (Respondent)
- Midland States Bank (Respondent)

B. POSITION STATEMENTS

COMPLAINANT'S POSITION

EHOC filed a complaint with the United States Department of Housing and Urban Development ("Department" or "HUD") alleging that Respondents Midland States Bancorp, Inc. and Midland States Bank (collectively, "Respondents") violated § 805 of the Fair Housing Act, 42 U.S.C. 3605 ("Act"), by designating their service area or assessment area in a discriminatory manner, excluding areas of high minority concentration, locating branches and services in a manner that did not give equal access based on race and national origin, and failing to market residential real estate loan products to African-Americans and Hispanics. The Complainant also alleges Respondents' actions resulted in a lack of market penetration in African American and Hispanic communities in this market. Section 805 of the Act makes it unlawful "for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race or color." 42 U.S.C. § 3605.

In January 2014, EHOC and The St. Louis Equal Housing and Community Reinvestment Alliance (SLEHCRA) presented Respondents with a public benefits agreement that Respondents used as a template to develop its Corporate Community Development Plan. Subsequently, following the complaint filed by EHOC and during the course of the HUD investigation, Respondents announced their intention to open a bank branch in a majority-minority census tract in Joliet, Illinois.

RESPONDENT'S POSITION

Midland States Bank is a 130+ year old community bank principally located in rural communities. Prior to the complaint filed by EHOC, Midland has never received a fair lending complaint. Additionally, prior to receiving the Complaint Midland had no prior dealings with EHOC, and EHOC's complaint is based solely on statistical analysis of data relating to a two year period of time with respect to Midland's residential mortgage lending in certain areas.

Midland denies any fair lending violations and further believes it is, and has always been, in full compliance with all applicable laws and regulatory requirements. No finding to the contrary has been made by the Department or by any of the Bank's federal or state regulators. Midland further believes its lending record exemplifies its commitment to providing credit to all members of the communities it serves on a fair and equal basis. Nevertheless, after receiving input from EHOC, EHOC's affiliates and then soliciting input from more than 100 other community groups in its market areas, Midland has developed a Community Development Plan that it believes will

greatly facilitate the delivery of its banking services to a greater portion of minority members of its communities, and is entering into this Agreement to demonstrate this commitment.

C. TERM OF AGREEMENT

This Agreement shall govern the conduct of Complainant and Respondents ("Parties") for period of three (3) years from the effective date of this Agreement ("Term"). If, at the end of the Term, Respondents have not expended the dollar amounts agreed to in the provisions regarding the Affordable Mortgage Program, the Affordable Home Repair Loan, Multi-Family Lending, Affirmative Marketing Outreach, Financial Education, and Support for Community Reinvestment Training and Education in the Agreement, then the Agreement shall be extended for successive one (1) year terms until the Respondents have expended the aggregate amount of the funds agreed to in the aforementioned provisions.

D. EFFECTIVE DATE

The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Director for the Office of Systemic Investigations or his or her designee.

This Agreement shall become effective on the date on which it is approved by the FHEO Director for the Office of Systemic Investigations.

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
2. Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any retaliation or discrimination after the Effective Date may constitute both a material breach of this Agreement and a statutory violation of the Act.
3. This Agreement, after it has been approved by the FHEO Director for the Office of Systemic Investigations, or his or her designee, is binding upon Respondents Midland States Bancorp, Inc., Midland States Bank, Registered Agent, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of Midland States Bancorp, Inc. and Midland States Bank, as well as on EHO and its employees, successors and assigns and all others in active concert with it or under common direction or operation.

4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the Director for the Office of Systemic Investigations or his or her designee, it is a public document.
5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
6. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Director for the Office of Systemic Investigations.
7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages to be attached to the body of the Agreement constitute one document.
8. Complainant, on behalf of itself and its assigns, officers, directors, employees and agents, hereby forever waives, releases, and covenants not to sue the Department or Respondents Midland States Bancorp, Inc. and Midland States Bank, and each of their respective Registered Agent, their heirs, executors, assigns, agents, directors, officers, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, whether such person or entity was named or not named, arising out of the subject matter of HUD Case Number 07-14-0322-8 (originally Number 07-14-0128-8), as amended, or which could have been filed in any action or suit arising from said subject matter.
9. Respondents, on behalf of itself and its assigns, officers, directors, employees and agents, hereby forever waive, release, and covenant not to sue the Department or Complainant, Metropolitan St. Louis Equal Housing Opportunity Council, and its successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, whether such person or entity was named or not named, arising out of the subject matter of HUD Case Number 07-14-0322-8 (originally Number 07-14-0128-8), as amended, or which could have been filed in any action or suit arising from said subject matter.
10. It is understood that the Agreement does not constitute an admission by the Respondents of any violation of the Act or any other federal or state statute or regulation, nor does the Agreement constitute evidence of a determination by the Department of any violation of the Act or other federal statute or regulation.

F. GENERAL NON-DISCRIMINATION REQUIREMENTS

11. Respondents, including all of their officers, employees, agents, representatives, assignees, and successors in interest, and all those in active concert or participation with them, shall not knowingly nor intentionally engage in any act or practice which discriminates on the basis of race, color, or national origin in any aspect of a residential real estate-related transaction in violation of the Act. This prohibition applies, but is not limited, to: the selection of sites for and the provision of services at branch offices; marketing; the definition of Community Reinvestment Act (CRA) assessment areas; and the determination of the geographic areas in which loan applications are solicited or funded, except as needed to remedy the violations alleged in the Complaint.
12. Respondents shall take whatever actions are required by law to ensure that they provide all persons with an equal opportunity to apply for and obtain credit, including residential loan products, without regard to the race, color, or national origin of residents of the area in which a borrower lives or the area in which the property securing the loan is located. Those actions include, but are not limited to, the actions specified in this Agreement.
13. The loans and subsidies identified in paragraphs 22-25, Affordable Mortgage Program, Affordable Home Repair loan, and Multifamily Lending; shall not be double-counted with each other in fulfillment of the requirements of this Agreement. No loan under paragraphs 22-25 shall be required to be made in a manner inconsistent with safety and soundness concerns or in contravention of any statutory or regulatory requirements.

G. RELIEF FOR COMPLAINANT

14. Respondents agree to take the following actions, and, as set forth in this Agreement, will provide the Department with written notification that these requirements have been met:

Pay the Complainant Metropolitan St. Louis Equal Housing Opportunity Council (EHOC) the total sum of two hundred thousand dollars (\$200,000) in two equal payments of \$100,000. The first payment shall be provided to Complainant within thirty (30) days of the effective date of this Agreement; the second payment shall be provided to Complainant within one (1) year of the first payment. This amount will be paid by cashier's check, made payable to Metropolitan St. Louis Equal Housing Opportunity Council and delivered via Federal Express or Certified Mail to the following address:

Metropolitan St. Louis Equal Housing Opportunity Council
Attention: Will Jordan, Executive Director
1027 South Vandeventer Avenue, 6th Floor
St. Louis, Missouri 63110

H. RELIEF IN THE PUBLIC INTEREST

Training

15. Within six months of the effective date of this Agreement, Respondents shall require all of its employees and agents having substantial involvement in residential lending to attend four (4) hours of Fair Lending Training to ensure that their residential lending activities are conducted in a manner consistent with the fair lending laws, including the Act, and this Agreement. Such training shall be conducted by an agency or organization approved by the Department's Office of Fair Housing and Equal Opportunity. Respondents must seek and obtain such written approval from Department's Office of Fair Housing and Equal Opportunity at least ten (10) days prior to the commencement of the training. Such office shall use its best efforts respond to any request for approval in writing within five (5) days following receipt. Respondent shall bear all the costs associated with the training.
16. Within thirty (30) days of the effective date of this Agreement, Respondent shall inform all of its agents and employees responsible for compliance with this Agreement, including any officers and board members, of the terms of this Agreement and shall provide each such person with a copy of this Agreement.

Future Locations

17. Respondents are in the process of opening one (1) full-service branch in a majority-minority census tract in Joliet, Illinois.¹
 - a) The branch shall open for business within six (6) months from the date of this Agreement, subject to regulatory approval from the Federal Reserve Board and any other regulatory approvals required by law. So long as Respondents have timely applied for approval, any delay in obtaining regulatory approval shall not be considered a violation of this Agreement.
 - b) The branch shall provide the complete range of lending services, access to lending products and expertise comparable to that typically offered at the Respondents' existing full service branches.
 - c) The branch shall remain open for at least five years after it is fully opened and operating.
18. Within six (6) months of the Agreement, Respondent will open a loan production office in a majority-minority census tract in the St. Louis Assessment Area, subject to regulatory approval from the Federal Reserve Board and any other regulatory approvals required by law.

¹ As used in this agreement, the term "minority" includes American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, and Hispanic or Latino persons.

- a) The location may be located within a grocery store or strip mall, provided that the location would meet the credit needs of the residents in the area.
 - b) The locations shall remain open for at least five years after it is fully opened and operating.
 - c) The loan production office shall provide the complete range of lending services, access to lending products and expertise comparable to that typically offered at the Respondents' existing full service branches.
 - d) The loan production office shall include a deposit accepting ATM machine on the premises within six months of opening. If Midland, despite its diligent efforts, cannot secure an ATM for the location in that time frame, it shall provide HUD with the reason for the delay and a timeline showing the date the ATM will be available.
 - e) The loan production office shall provide applications on-site for consumers wishing to open a checking or savings account, and provide a list of other branch offices consumers can have such applications processed.
19. If Respondents acquire Heartland Bank, Respondents will open a full-service branch in a majority-minority census tract in the City of St. Louis within twelve (12 months) of the acquisition, subject to regulatory approval for the branch from the Federal Reserve Board and any other regulatory approvals required by law.² So long as Respondents have timely applied for approval, any delay in obtaining regulatory approval shall not be considered a violation of this Agreement.
- a) The branch shall provide the complete range of lending services, access to lending products and expertise comparable to that typically offered at the Respondents' existing full service branches.
 - b) The branch may be located within a grocery store or strip mall, provided that the location would meet the credit needs of the residents in the area.
 - c) The branch shall remain open for at least five years after it is fully opened and operating.
20. Respondents will follow an objective set of criteria to evaluate future branch openings, closings, and other significant changes in services. These criteria will incorporate the Bank's obligations under the Act and CRA.
21. Respondents shall promptly provide the Department with a copy of any applications or notices submitted to open, acquire, relocate, or close any branches

² This acquisition currently is pending.

during the Term of this Agreement. Respondents shall provide the copy to the Department no later than the time they submit the application or notice to their Federal regulatory agency.

Affordable Mortgage Program

22. Respondents shall make at least Five Hundred Fifty Thousand Dollars (\$550,000) available over the term of this Agreement as a Subsidy Fund in a mortgage program that will provide discounted home purchase or home refinancing real estate loans to qualified loan applicants for owner-occupied, single family housing in majority-minority census tracts in the St. Louis, Central Illinois/Champaign, and Northern Illinois and/or Joliet markets. Respondents agree to develop an affordable home mortgage product or program that includes one or more features designed to make such program more affordable for the borrower, which features could include a lower interest rate, subsidized closing costs, and/or consideration of non-traditional credit history measures. The subsidy program may be developed and implemented in partnership with housing counseling agencies.
- a) For the purpose of accounting for the Subsidy Fund, the monetary value of the subsidy shall be the amount of closing costs waived; provided however that (i) the maximum amount of closing costs or other fees or expenses waived for any particular mortgage shall be \$2,500; and (ii) no additional interest rate premium or other cost or penalty is required to obtain this benefit; and
 - b) For the purposes of accounting for the Subsidy Fund, the monetary value of the subsidy on a loan with a reduced interest rate shall be determined using the Respondents' rate sheets for comparable Fannie Mae, Freddie Mac, or FHA products.
23. As part of the affordable mortgage program (meaning mortgages with a discount from the relevant Subsidy Fund will count towards the origination requirements of this program), Respondents agree to originate \$8 million in mortgage loans in majority minority census tracts over the three year period of this Conciliation Agreement, to be allocated as follows: \$4 million in mortgage loans in the St. Louis MSA, \$2 million in the Central Illinois/Champaign, Illinois market, and \$2 million in the Northern Illinois and/or Joliet, Illinois markets. These loans must be for single family, owner-occupied properties and must be originated for properties located in a majority-minority census tract.

Affordable Home Repair Loan

24. Respondents shall commit Four Hundred Thousand Dollars (\$400,000) over the term of this Agreement as a Subsidy Fund for affordable home repair loans designed to assist homeowners who experienced financial distress and deferred maintenance on their properties. Respondents shall make the subsidies available

to qualified loan applicants for home improvement or home repair on owner-occupied, single family housing in majority minority census tracts in the St. Louis, Central Illinois/Champaign, and Northern Illinois and/or Joliet, Illinois markets. The product shall include one or more features designed to assist such borrowers, such as a lower interest rate, subsidized closing costs, and/or consideration of non-traditional credit history measures. The subsidy program may be developed and implemented in partnership with housing counseling agencies.

- a) For the purpose of accounting for the Subsidy Fund, the monetary value of the subsidy shall be the amount of closing and other fees and costs waived provided, however, that (i) the maximum amount of fees and costs waived is \$2,500 per loan; and (ii) no additional interest rate premium or other penalty is required to obtain this benefit; and
- b) For the purposes of accounting for the Subsidy Fund, the monetary value of the subsidy on a loan with a reduced interest rate shall be determined using the Respondents' rate sheets for comparable Fannie Mae, Freddie Mac, or FHA products.
- c) As part of the affordable home repair loan program (meaning mortgages with a discount from the relevant Subsidy Fund will count towards the origination requirements of this program), Respondents agree to originate Three Million Dollars (\$3,000,000) in home repair loans in majority minority census tracts over the three year period of this Conciliation Agreement, to be allocated as follows: \$2 million in mortgage loans in the St. Louis market and \$1 million in an Illinois market. These loans must be for single family, owner-occupied properties and must be originated for properties located in a majority-minority census tract.

Multi-Family Lending

25. Respondents agree to originate an aggregate of Four Million Dollars (\$4,000,000) in loans for multi-family housing located in majority-minority census tracts over the three year period of this Agreement, to be allocated as follows: \$3 million in mortgage loans in the St. Louis market and \$1 million in Illinois markets.

Affirmative Marketing Outreach

26. Respondents agree to spend an aggregate of One Hundred Fifty Thousand Dollars (\$150,000) at \$50,000 per year for each of the 3 years of this Agreement for affirmative marketing/outreach in the St. Louis market and One Hundred Fifty Thousand Dollars (\$150,000) at \$50,000 per year for the 3 years this Agreement is in effect for affirmative marketing/outreach in Illinois markets. Respondents will conduct targeted marketing and advertising to minority communities and in majority-minority census tracts. This can include print, radio, or television media outlets, as well as non-traditional media outlets.

- a. Respondents shall ensure that its marketing, advertising, and outreach programs are designed to meet the credit needs of residents of majority-minority census tracts in both the St. Louis and Illinois areas.
- b. **Print Media** — During each year of this Agreement, as part of the Respondents' marketing outreach, Respondents shall advertise in at least one print medium specifically directed to African American readers and at least one print medium directed to Hispanic readers within majority-minority census tracts. These advertisements shall promote the types of products and services that are promoted in other marketing undertaken by Respondents and may include information about the lending anticipated by this Agreement. Respondents retain the discretion to determine the size, content, and frequency of such advertising subject to the standards set forth above. For advertisements placed in Spanish language publications, the text of the advertisements shall be in Spanish.
- c. **Radio** — During each year of this Agreement, Respondents shall place radio advertisements on at least one radio station specifically directed to African American listeners and at least one radio station specifically directed to Hispanic listeners within majority-minority census tracts. These advertisements shall promote the types of products and services that are promoted in other marketing undertaken by Respondents and may include information about the lending anticipated by this Agreement. Respondents retain the discretion to determine the length, content and frequency of such radio advertisements subject to the standards set forth above.

Financial Education

27. Respondents agree to establish or support financial education programs with a track record of effectiveness. This could be done in partnership with nonprofit or community organizations already conducting financial education. As part of this commitment, Respondents agree to conduct financial education programs in its market areas specific to individuals and small business owners. Respondents will conduct 12 programs per year (36 total over the three year period of this Agreement) for individuals. In addition, Respondents will agree to spend a total of Two Hundred Thousand Dollars (\$200,000) in supporting financial education specifically targeting majority-minority communities, which shall be allocated as follows: \$100,000 (\$33,333 per year) in the St. Louis market area and \$100,000 (\$33,333 per year) in other market areas of Illinois. These funds can be used in partnership with community organizations involved in financial education, including organizations that are members of the St. Louis Equal Housing and Community Reinvestment Alliance. Respondents' selection of organizations that receive funding must be approved by HUD.

Support for Community Reinvestment Training and Education

28. Respondents agree to spend an aggregate of One Hundred Fifty Thousand Dollars (\$150,000) to be used to increase CRA and fair lending education and training among the public and non-profit and community based organizations during the term of this Agreement. These funds should be used to educate the public and non-profit or community based organizations about CRA and fair lending to help ensure that banks are meeting the needs of the community. Respondents shall allocate these funds to organizations with capacity to provide fair lending education and training such as members of the St. Louis Equal Housing and Community Reinvestment Alliance. Respondents' selection of organizations that receive funding must be approved by HUD.

Development of a Corporate Community Development Plan

29. Respondents voluntarily developed a Corporate Community Development Plan to guide its CRA and community development strategy throughout all market areas. The Plan incorporates elements of suggestions Midland received from more than 100 community groups it canvassed, including EHOC. The Plan shall be maintained during the term of this Agreement. All subsequent regional plans are to be developed with input of community-based groups, such as SLEHCRA, NCRC, and Woodstock Institute. The Plan will be made public and will be accessible on Respondents' website not later than three (3) months following the effective date of this Agreement. Respondents will agree to report yearly on the progress of the plan, which report will also be made public and access provided to community groups, including SLEHCRA, NCRC, and Woodstock Institute.

I. MONITORING

30. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect Respondents' property, identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents. Respondents reserve the right to be represented by counsel in such monitoring. Respondents agree to provide full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.
31. For the Term of this Agreement, Respondents shall retain all records relating to the obligations under this Agreement, including all relevant residential lending activities (including applications for residential loans and files on mortgages), advertising, outreach, branching, any special programs, and other compliance activities as set forth herein. The Department shall have the right to review and copy all such records upon request, subject to legal requirements and attorney-client privilege.

J. REPORTING AND RECORDKEEPING

32. Respondents shall provide the Department the data it submits to the Federal Financial Institutions Examination Council (FFIEC) pursuant to the Home Mortgage Disclosure Act and the CRA. The data will be provided in the same format in which it is presented to the FFIEC within thirty (30) days of its submission to the FFIEC each year for the Term of this Agreement.
33. During the Term of this Agreement, Respondents shall annually provide the Department with data describing each loan made under the loan programs described in Paragraphs 22-25. The data shall be due at the same time as the annual reports discussed in Paragraph 32. For each loan, the data will report the loan number, the recipient (name, race, and ethnicity of the borrower and co-borrower), the location of the property (address, state, county, and census tract), the product or program name and short description, the subsidy amount, and the components underlying the calculation of the subsidy amount (the reduction in note rate or points, the note rate and points after the reduction, and the points corresponding to any note rate reduction). The Department may request additional information to verify the disbursement of the subsidy amounts, including, but not limited to, loan files and rate sheets, but shall allow Respondent a reasonable time to assemble and deliver such materials.
34. In addition to the submission of any other information or reports required under this Agreement, Respondents shall make an annual report to the Department on its progress in fulfilling the goals of this Agreement. Each report shall provide a general account of the Respondents' actions to comply with each requirement of this Agreement during the previous year, an objective assessment of the extent to which each obligation was met, an explanation of why Respondents fell short of meeting any of its obligations during that year, and an explanation of how they would correct the non-compliance. Respondents shall submit this report each year during the Term of this Agreement forty-five (45) days before the anniversary of the effective date of this Agreement. In addition, Respondents shall attach to the annual reports representative copies of training materials, advertising and marketing materials produced and disseminated pursuant to this Agreement.
35. All information, reports, or notices submitted to the Department pursuant to the Agreement shall be submitted to FHEO's Director for the Office of Systemic Investigations, or his or her designee, unless otherwise provided herein.
36. Within one hundred and eighty (180) days of the effective date of this Agreement, Respondents shall provide written notice to the FHEO's Director for the Office of Systemic Investigations, or his or her designee, that they have complied with paragraphs 14, 15 and 16 (Relief for EHOC, Training, and Notice to Employees) of this Agreement.

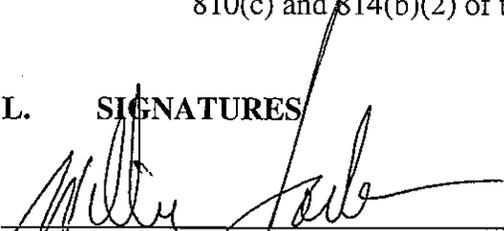
37. Respondents' compliance with the terms of this Agreement shall fully and finally resolve all claims alleged in the above-referenced complaint, including those claims for equitable relief and monetary damages and penalties.

K. BREACH OF THE AGREEMENT

38. Whenever the Department has reasonable cause to believe that Respondents have breached this Agreement, the Department shall first notify Respondents and provide Respondents with a detailed description of the alleged breach(es) and provide Respondents with a reasonable time to correct such alleged breach(es) before pursuing any further action.

39. In the event Respondents have not corrected such breach(es) in a reasonable time, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to §§ 810(c) and §14(b)(2) of the Act.

L. SIGNATURES



Will Jordan, Executive Director
On behalf of:
Metropolitan St. Louis Equal Housing Opportunity Council
(Complainant)

9/29/2014

Date

Respondent Leon Holschbach, President
On behalf of:
Midland States Bancorp, Inc., and Midland States Bank
(Respondents)

Date

M. APPROVAL

Joel D. Armstrong
Director for the Office of Systemic Investigations

Date

37. Respondents' compliance with the terms of this Agreement shall fully and finally resolve all claims alleged in the above-referenced complaint, including those claims for equitable relief and monetary damages and penalties.

K. BREACH OF THE AGREEMENT

38. Whenever the Department has reasonable cause to believe that Respondents have breached this Agreement, the Department shall first notify Respondents and provide Respondents with a detailed description of the alleged breach(es) and provide Respondents with a reasonable time to correct such alleged breach(es) before pursuing any further action.
39. In the event Respondents have not corrected such breach(es) in a reasonable time, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.

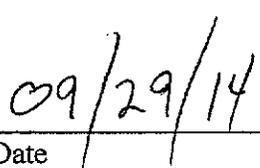
L. SIGNATURES

Will Jordan, Executive Director
On behalf of:
Metropolitan St. Louis Equal Housing Opportunity Council
(Complainant)

Date



Respondent Leon Holschbach, President
On behalf of:
Midland States Bancorp, Inc., and Midland States Bank
(Respondents)



Date

M. APPROVAL

Joel D. Armstrong
Director for the Office of Systemic Investigations

Date

APPROVAL



Joel D. Armstrong
Director for the Office of Systemic Investigations

9/29/14

Date