

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**TITLE VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988**

**CONCILIATION AGREEMENT**

**between**

**Metropolitan St. Louis Equal Housing Opportunity Council  
(Complainant)**

**and**

**Enterprise Bank & Trust  
Enterprise Financial Services Corp  
(Respondents)**

Approved by the United States Department of Housing and Urban Development

**FHEO CASE NUMBER: 07-10-0755-8**

**A. PARTIES**

**Respondents**

Enterprise Bank & Trust  
150 North Meramec Avenue  
Clayton, Missouri 63105

Enterprise Financial Services Corp  
150 North Meramec Avenue  
Clayton, Missouri 63105

**Complainant**

Metropolitan St. Louis Equal Housing Opportunity Council (EHOC)  
1027 Vandeventer Avenue  
6<sup>th</sup> Floor  
St. Louis, Missouri 63110

## **B. STATEMENT OF POSITIONS**

### **1. Complainant's Position**

This complaint was filed with the United States Department of Housing and Urban Development (“the Department”) alleging that the Respondents Enterprise Bank & Trust and Enterprise Financial Services Corp violated §805 of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 et seq. (“the 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 or National Origin, failing to market residential real estate products to African Americans or Hispanics, and difference in approval rates of African American and Hispanics vs. white borrowers in application for residential mortgages. Section 805 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, color, religion, sex, handicap, familial status, or national origin.” 42 U.S.C. §3605. In addition, the Complaint alleges that the Bank failed to affirmatively further fair housing by overcoming discriminatory lending patterns with the government funds the Bank received through the U.S. Treasury Department under the Troubled Asset Relief Program. Section 808 (d) specifies that “all executive departments and agencies shall administer their programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) in a manner affirmatively to further the purposes of [the Act].” 42 U.S.C. §3608.”

## 2. Respondents' Position

Enterprise Bank & Trust (the Bank) has a tightly-focused operating model and business strategy that concentrates on meeting the needs of small to mid-size privately-held businesses. It is the Bank's policy to engage in fair and responsible lending, to strengthen the communities it serves by making its products and services available on a fair and consistent basis, and to comply with all applicable federal laws and regulations.

The Bank has been widely recognized as a leader in community development issues that are consistent with its business focus. In fact, the Bank's exemplary community development record recently was recognized by the St. Louis Equal Housing and Community Reinvestment Alliance in a letter to the FDIC dated April 30, 2010:

We do want to acknowledge Enterprise Bank's strong performance in Community Development lending. They have an impressive portfolio of community development loans, grants and investments that are above the performance of their peer group.

In late 2010, the Bank was awarded a \$35 million New Market Tax Credit allocation. The Enterprise Financial Community Development Entity that was created pursuant to that allocation focuses on projects involving disadvantaged small businesses, community facilities and difficult-to-finance real estate transactions in low-income communities. The Bank was one of only 18 banks nationwide to receive such an allocation that year. The competitive selection process for such allocations gives substantial weight to such factors as the organization's prior record of serving disadvantaged businesses or communities.

The Bank strongly believes in and has demonstrated a commitment to furthering the principles of fair lending. As evidence of this commitment, senior executives of the Bank are deeply involved in addressing the overarching credit needs of disadvantaged communities. For instance, the Bank's Senior Vice President for Community Development has been appointed to the Steering Committee of the St. Louis Regional Unbanked Task Force, which is designed to improve access to safe and affordable checking, savings and credit-building products for low-to-moderate income individuals.

Although the Bank does not advertise or promote residential mortgage products, such products have consistently been available on an equal basis to all borrowers regardless of race or national origin. The Bank, nonetheless, has agreed to the terms of the Agreement because it is committed to the principles that the Agreement advances. Without admitting any wrongdoing, and in the interest of cooperation and to avoid the costs associated with future administrative and judicial proceedings with respect to this matter, Respondents agree to settle the claims presented in the Complaint by entering into this Conciliation Agreement ("Agreement").

### **C. TERM OF AGREEMENT**

This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement. If at the end of three (3) years from the effective date of the Agreement the Bank has not expended at least \$1 million (\$1,000,000.00) through the Special Financing Program in the Agreement, then the Agreement shall be extended for successive one (1) year terms until the Bank has expended at least \$1 million (\$1,000,000.00) through the Special Financing Program.

#### **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. This Agreement shall become effective on the date on which it is approved by the Director for the Office of Systemic Investigations, Office of Fair Housing and Equal Opportunity (FHEO) in Washington, DC of the United States Department of Housing and Urban Development (HUD or the Department).

#### **E. GENERAL PROVISIONS**

1. The Parties acknowledge that this Agreement is a voluntary and full settlement of the 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. The Respondents acknowledge that the Act makes 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 subsequent discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.
3. The Parties to this Agreement agree that, after it has been approved by the Director for the Office of Systemic Investigations, or his designee, it is binding upon them, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of their respect organizations.

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 designee, it is a public document.
5. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all Parties or their successors-in-interest 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.
6. 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 attached to the body of the Agreement constitute one document.
7. Respondents Enterprise Bank & Trust and Enterprise Financial Services Corp hereby forever waive, release, and covenant not to sue the Department or the Complainant, their agents, employees, and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 07-10-0755-8, or which could have been filed in any action arising from said subject matter.
8. Complainant EHOC hereby forever waives, releases, and covenants not to sue the Department or Respondents, their agents, employees, and attorneys with regard to any and all claims, damages, and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 07-10-0755-8, or which could have been filed in any action arising from said subject matter.

9. It is understood that the Agreement does not constitute an admission by Respondents of any violation of the Act or any other federal 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**

1. Enterprise Bank & Trust and Enterprise Financial Services Corp, including all of their officers, employees, agents, representatives, assignees, and successors-in-interest, and all those in active concert or participation with any of them, shall not 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 includes, but is not limited to: the selection of sites for and the provision of services at branch offices; marketing; the definition of an assessment area under the Community Reinvestment Act; and the manner in which loan applications are solicited or funded, except to remedy the violations alleged by the Department.
2. Enterprise Bank & Trust and Enterprise Financial Services Corp, shall take the actions necessary to ensure that the Bank provides all persons with an equal opportunity to apply for and obtain credit, regardless of the predominate race, color, or national origin of the area in which a person lives or the area in which the property securing the loan is located. Those actions include, but are not limited to, the remedial actions specified in this Agreement.
3. Respondents shall take all reasonable, practicable steps consistent with safety and soundness, including, but not limited to, those specified below, to ensure that residential loan products the Bank offers are made available and marketed in majority

minority census tracts on no less favorable a basis than in majority white census tracts so that all persons throughout the Bank's market areas will have an equal opportunity to access and obtain credit from the Bank. This provision, however, does not require the Bank to market residential loan products in the Kansas City or Arizona markets unless the Bank decides to enter the residential lending arena in those markets.

4. The Respondents retain the discretion to take any additional actions they believe are appropriate to achieve the goals of this Agreement, and shall provide written notice to the Department within thirty (30) days of implementing any significant additional actions during the term of this Agreement.
5. The relief provided in the Agreement affirmatively furthers fair housing by addressing barriers to equal access to housing choice. The Bank's financial literacy classes will educate consumers in majority minority neighborhoods about the home mortgage process. The Special Financing Program provides previously underserved majority minority neighborhoods in the St. Louis market with greater access to home mortgage credit. The establishment of a full-service branch in a majority-minority census tract in St. Louis will increase that community's access to home mortgage credit. The Agreement also creates greater housing opportunities by supporting early stage residential real estate development.

## **G. RELIEF FOR COMPLAINANT AND IN THE PUBLIC INTEREST**

### **Community Reinvestment Act Assessment Areas**

1. On August 3, 2011, the Bank revised its St. Louis market CRA assessment area to include the entirety of the City of St. Louis, Missouri. It also revised its Kansas City

market CRA assessment area to include all portions of Wyandotte County, Kansas.

The City of St. Louis shall be considered the St. Louis market Newly Incorporated Area for purposes of this Agreement. The portions of Wyandotte County not included in the Respondents' 2010 CRA assessment area shall be considered the Kansas City market Newly Incorporated Area for purposes of this Agreement.

2. Nothing in the Agreement precludes the Bank from further altering its CRA assessment areas in a manner that is consistent with the provisions of the CRA and its implementing regulations, provided that the Bank's assessment areas include the Newly Incorporated Areas throughout the term of this Agreement.

#### **Future Branch Openings**

1. Respondents will establish a full-service branch location at the Bank's Administrative Support Center located at 1281 N. Warson Road, St. Louis, Missouri 63132. This location shall be developed and opened by June 1, 2012.

#### **Criteria for Future Locations of Bank Branches and Mortgage Offices**

1. The Bank does not advertise its residential lending capacity nor does it intend to solicit residential mortgage loan applications in the Kansas City market. The Bank has no intention of entering into the residential mortgage lending arena in this market. Notwithstanding this, the Bank does intend to actively promote its commercial lending products in the newly-incorporated Kansas City assessment area as well as other majority minority census tracts in the Kansas City market. The Bank anticipates that its efforts in the commercial lending arena will assist the majority minority census tracts with building strong and vital neighborhoods. The Bank's commercial lending efforts, therefore,

support the Bank's goal of providing equal access to its credits products in all the communities that it serves.

2. If the Bank decides to affirmatively enter the Kansas City residential mortgage lending market, it will notify the Department within thirty (30) days. In addition, if the Bank affirmatively enters the Kansas City market, it will open or acquire a new branch location in a majority minority census tract in the Kansas City market. This new branch will provide the complete range of services that typically are offered at the Bank's other full-service branches located in the Kansas City market majority white census tracts. This includes providing access to lending service and expertise that is comparable to that provided at the Bank's other branch locations. The Bank will make all reasonable efforts, subject to local government and regulatory approval, to open or acquire the new branch location in a majority minority census tract within twelve (12) months from its decision to affirmatively enter the Kansas City residential lending market. The Bank also shall act as quickly as reasonably possible to obtain the approval of its regulators, which currently are the Federal Reserve Board and the Federal Deposit Insurance Corporation. The Bank will place at least one residential lender, on at least a part-time basis, in the new branch location, fully trained in all aspects of home mortgage and home equity lending. This residential lender's training will also encompass the fair lending obligations of banks under the Fair Housing Act and the Community Reinvestment Act.
3. Activity that constitutes entering the market shall mean in the Kansas City market or Arizona market: (1) advertising or otherwise soliciting applications for residential mortgage loans, including the marketing of residential loan products to existing

customers; (2) completing more than a minimal number of residential mortgage loans for the Bank's existing or prospective commercial customers; or (3) completing residential mortgage loans for anyone other than the Bank's existing or prospective commercial customers.

4. If the Bank decides to affirmatively enter the Arizona residential mortgage lending market, it will notify the Department within thirty (30) days. The Bank will complete and submit a credit needs assessment within three (3) months of notifying the Department of its decision to enter the Arizona residential mortgage lending market. The Bank, EHO, and the Department will then determine within thirty (30) days whether the Bank shall open or acquire a new branch in the Arizona market, and the marketing requirements for the Arizona residential mortgage lending market.

### **Personnel and Training**

1. The Bank shall maintain the newly-created, full-time position of Senior Vice-President for Community Development for the entire term of this Agreement. The person in this position shall direct the Bank's outreach and marketing in those markets in which the Bank has a residential mortgage lending presence; develop initiatives to provide additional Bank resources to the Newly Incorporated Areas and majority-minority census tracts; and oversee all aspects of implementation of this Agreement.
2. The Bank shall assign a Community Development Officer in St. Louis and Kansas City to coordinate the Bank's outreach and marketing, as applicable, in the St. Louis market Newly Incorporated Area and Kansas City market Newly Incorporated Area. These individual positions shall be assigned by no later than January 1, 2012, and will be maintained for the entire term of the Agreement. In addition, should the Bank enter into

the residential lending market in Arizona, the Bank shall assign a Community Development Officer in that market. The Community Development Officer in Arizona will be fluent in Spanish.

3. The Bank shall require all of its employees and agents involved in residential mortgage lending to complete fair lending training during each year of this Agreement. At least one member of the Bank's Board of Directors who is not an employee or officer of the Bank shall also attend these trainings and will be designated as the Board liaison for fair lending, fair housing, and the Community Reinvestment Act. The training shall cover topics related to the Fair Housing Act, the Community Reinvestment Act, the Equal Credit Opportunity Act, and this Agreement. Such training shall be conducted by a qualified training provider. In addition, within fifteen (15) days of the entry of this Agreement, the Bank shall provide all employees involved in lending with a copy of this Agreement.

### **Advertising and Outreach**

1. The Bank shall develop additional marketing and advertising programs designed to improve its performance in meeting the credit needs of the St. Louis community. All of the Bank's residential mortgage advertising and promotional materials shall contain an equal housing opportunity logo, slogan, or statement.
2. The Bank will spend a minimum of Fifty Thousand Dollars (\$50,000.00) a year for three (3) years (totaling \$150,000) on the targeted advertising and marketing campaign described in paragraphs (a)-(d) below. This activity shall be specifically targeted to generate additional applications for all types of its credit products from qualified residents in majority minority census tracts in the St. Louis market Newly Incorporated

Area and other majority minority census tracts in the St. Louis market. This provision also shall apply to the Kansas City market and Arizona market should the Respondents enter the residential lending arena in those markets. This activity shall include, at a minimum, the following components:

a. Print Media: During each year of the Agreement, the Bank shall advertise in at least one print medium that is specifically directed to African American communities and one print medium specifically directed to Hispanic communities. These advertisements shall promote the types of products and services that are promoted in other marketing undertaken by the Bank. The Bank retains the discretion to determine the size, content, and frequency of such advertising except as otherwise provided in this Agreement.

b. Broadcast Media: The Bank may elect to advertise in a broadcast media outlet(s). If the Bank elects to advertise in broadcast media outlet(s), its advertisements will be specifically directed to African-American communities and Hispanic communities.

c. Promotional Materials: The Bank shall create point-of-distribution materials, such as posters and brochures, which use human models including African American and Hispanic individuals, and which promote the same products and services otherwise promoted by the Bank. These materials should be distributed within the Newly Incorporated Area(s).

d. Sponsorship Agreements: Respondent is permitted to use up to fifty (50%) percent of the \$50,000.00 each year to underwrite or sponsor not-for-profit events in support of the African American or Hispanic communities in the St. Louis area.

### **Consumer Education**

1. The parties acknowledge that financially educated consumers are essential to the remedial goal of sustained increases in the Bank's residential lending in majority minority census tracts in St. Louis County (MO), St. Louis City (MO), and St. Charles County (MO) parts of the St. Louis metropolitan area. The Bank has devoted significant resources towards developing high-caliber financial education that is offered free-of-charge through Enterprise University. Many Enterprise University classes are held in a primarily minority census tract. Pursuant to this Agreement, the Bank agrees to hold at least three (3) Enterprise University financial literacy classes in the St. Louis market Newly Incorporated Area and at least one (1) Enterprise University class in the Kansas City market Newly Incorporated Area during each year of this Agreement. The Bank may contract with a qualified organization that teaches financial literacy to offer these classes.

### **Special Financing Program**

1. The Bank shall commit One Million Five Hundred Thousand Dollars (\$1,500,000.00) over the term of this agreement in a loan program that will provide discounted residential real estate loans to qualified loan applicants for owner-occupied residences in majority minority census tracts in the St. Louis market. The loan program will emphasize discounted residential real estate loans to residents of owner-occupied residences developed through Low Income Housing Tax Credits in the Bank's market areas. In

addition to loan applicants that apply using traditional credit history, loan applicants who have a proven record of responsible tenancy and complete homebuyer counseling through a certified agency may qualify for the loan program using non-traditional credit history such as rental payment history. Respondents shall exercise safety and soundness in the underwriting of loans through the Special Financing Program.

2. The Bank will provide such qualified applicants a government-sponsored or conventional, fixed-rate mortgage loan with an interest rate a minimum of one half ( $\frac{1}{2}$ ) of a percentage point (50 basis points) below the otherwise prevailing rate, provided that if the prevailing rate for any such loan exceeds 8% at any time during the term of the Agreement, the interest rate subsidy shall be a minimum of 1%, and if the prevailing rate exceeds 12% at any time during the term of this Agreement, the subsidy shall be a minimum of 1.5%. The Bank will not charge any administrative or other fees in return for these benefits. The Bank may work with a third party organization to further develop and market this loan program.
3. The Bank will spend at least \$1 million of the \$1.5 million over the term of this Agreement in loans pursuant to the Special Financing Program in majority minority census tracts in the St. Louis market. The Bank has discretion to spend up to \$500,000 of the \$1.5 million over the term of this Agreement in loans pursuant to the Special Financing Program in majority minority census tracts in the Kansas City market assessment area and Arizona market assessment area.
4. If after three (3) years from the effective date of the Agreement the Bank has not been able to expend \$1 million through the Special Financing Program, despite having used its best efforts to identify a sufficient number of qualified borrowers who are eligible for its

benefits, the Bank agrees to extend the Agreement for successive one (1) year terms, pursuant to section C of the Agreement (Term of Agreement), until the Bank has expended at least \$1 million (\$1,000,000.00) through the Special Financing Program.

#### **OTHER PUBLIC RELIEF**

1. In December 2010, the Bank committed One Million Dollars (\$1,000,000.00) in support of the Central Bank of Kansas City (“Central Bank”) which is a minority-owned financial institution in the Kansas City metropolitan area. The funds are deposited in a Certificate of Deposit and shall remain at Central Bank for at least the term of this Agreement. The access to the \$1,000,000.00 provides Central Bank with much-needed capital to promote its educational and lending programs in the Kansas City area. These programs are specifically designed to benefit disadvantaged communities. For instance, Central Bank maintains a loan program that allows borrowers without a credit history, or with poor credit, to establish and repair their credit. Moreover, Central Bank sponsors the annual Smart Month, which includes hundreds of education events designed to encourage sound financial behavior. The 2011 Smart Month was co-sponsored by agencies such as the Federal Reserve Bank of Kansas City, United Way, FDIC, and Consumer Credit Counseling Services.

2. Within twenty-four (24) months of the effective date of the Agreement, the Bank will establish a Three Hundred Fifty Thousand Dollar (\$350,000.00) line-of-credit for a pre-development loan fund administered by Regional Housing and Community Development Alliance (RHCD), which provides not-for-profit organizations with a source of funds for costs incurred during the early stages of real estate development projects in their neighborhoods. The interest rate on this fund will match the Bank’s cost of funds rate. In

turn, the RHCDA will provide not-for-profit organizations funds for the development of projects to the point where construction loan funds become available. Conventional financing from banks is generally not available to pay for these predevelopment costs. The purpose of the RHCDA Predevelopment Loan Fund is to provide a source of financing for these costs and to accelerate the time from project inception to construction start-up.

#### **ADDITIONAL RELIEF FOR COMPLAINANT**

1. The Bank shall pay the Complainant EHOOC the sum of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00) for diversion of resources and frustration of mission, and to support fair housing activities. The Bank shall provide the payment to the Complainant in two equal payments of Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250.00) with the first payment within thirty (30) days of the effective date of the Agreement and the second payment on the one (1) year anniversary of the effective date of the Agreement.

#### **EVALUATING AND MONITORING COMPLIANCE**

1. For the duration of this Agreement, Respondents shall retain all records relating to their obligations hereunder, including its residential lending activities, as well as its advertising, outreach, branching, special programs, and other compliance activities as set forth herein. The Department shall have the right to review and copy such records upon request.
2. The Bank shall provide to the Department of Housing and Urban Development's Office of Systemic Investigations the data it submits to the Federal Financial Institutions Examination Council (FFIEC) pursuant to the Home Mortgage Disclosure Act and the Community Reinvestment Act. 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 duration of this Agreement.

3. In addition to the submission of any other plans or reports specified in this Agreement, the Bank shall make an annual report to the Department of Housing and Urban Development on its progress in fulfilling the goals of this Agreement. Each such report shall provide a complete account of the Bank's actions to comply with each requirement of this Agreement during the previous year, an objective assessment of the extent to which each quantifiable obligation was met, an explanation of why any particular component fell short of meeting its goal for that year, and any recommendations for additional actions to achieve the goals of this Agreement. The Bank shall submit this report each year for the term of this Agreement within forty-five (45) days of the anniversary of the date of the entry of this Agreement. In addition, the Bank shall attach to the annual reports representative copies of training material and advertising and marketing materials disseminated pursuant to this Agreement.
4. The Department agrees to provide written notice to the Respondents of any potential violations of the Agreement within ninety (90) days of receiving the Respondents' annual reports. The failure to provide such written notice within ninety (90) days does not constitute a waiver of the Respondents' obligations under the Agreement or the Department's rights.
5. Respondents will promptly provide the Director for the Office of Systemic Investigations with a copy of any applications or notices to open, acquire, or close any branches during the period in which this Agreement is in effect.

## ADMINISTRATION

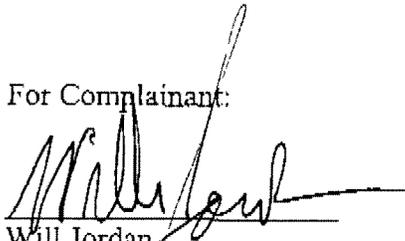
1. The requirements of this Agreement shall be in effect for three (3) years, except as specified below and otherwise in the Agreement. If at the end of three (3) years the Bank has not expended at least \$1 million (\$1,000,000.00) through the Special Financing Program in the Agreement, then the Agreement shall be extended for successive one (1) year terms until the Bank has expended at least \$1 million (\$1,000,000.00) through the Special Financing Program. Any time limits for performance fixed by this Agreement may be extended by mutual written agreement of the parties. Other modifications to this Agreement may be made only upon approval of the Department, by request of either Party. The Parties recognize that there may be changes in relevant and material factual circumstances during the term of this Agreement which may impact the accomplishment of its goals. The Parties agree to work cooperatively to discuss and attempt to agree upon any proposed modifications to this Agreement.
2. In the event that any disputes arise about the interpretation of or compliance with the terms of this Agreement, the parties shall endeavor in good faith to resolve any such dispute between themselves before bringing it to the Department for resolution. The EHOc agrees that if it reasonably believes that the Bank has violated any provision of this Agreement, it will provide the Bank written notice thereof and give it sixty (60) days to resolve the alleged violation before presenting the matter to this Department. In the event of either a failure by the Bank to perform in a timely manner any act required by this Agreement or an act by the Bank in violation of any provision hereof, the Department may pursue judicial enforcement of the Agreement, as provided in 42 U.S.C.

§3610(c), including any remedy authorized by law or equity, including attorneys' fees and costs.

- 3. 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. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondent made pursuant to the Act or any other complaint within the Department's jurisdiction.
- 4. Each Party to this Agreement shall bear its own costs and attorney's fees associated with this matter.
- 5. The Department shall retain jurisdiction for the duration of this Agreement to enforce the terms of the Agreement.

**SIGNATURES**

For Complainant:



Will Jordan

Executive Director  
Metropolitan St. Louis Equal Housing Opportunity Council

Date: 9-29-11

For Respondents:

\_\_\_\_\_  
 Peter Benoist  
 President & CEO  
 Enterprise Financial Services Corp

Date: \_\_\_\_\_

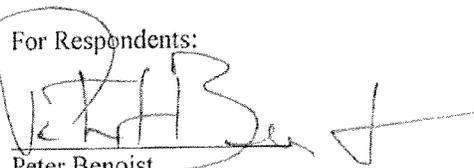
§3610(c), including any remedy authorized by law or equity, including attorneys' fees and costs.

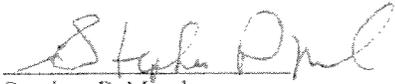
3. Respondents' compliance with the terms of this Agreement shall fully and finally resolve all claims alleged in the above-referenced complaint, including those claims for equitable relief and monetary damages and penalties. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondent made pursuant to the Act or any other complaint within the Department's jurisdiction.
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**SIGNATURES**

For Complainant:

\_\_\_\_\_ Date: \_\_\_\_\_  
Will Jordan  
Executive Director  
Metropolitan St. Louis Equal Housing Opportunity Council

For Respondents:  
  
Peter Benoist  
President & CEO  
Enterprise Financial Services Corp  
Date: Sept 29, 2011



Stephen P. Marsh  
Chairman & CEO  
Enterprise Bank & Trust

Date: Sept 29, 2011

APPROVAL



Joel D. Armstrong  
Director  
Office of Systemic Investigations  
U.S. Department of Housing and Urban Development

Date: 9-29-11