

COMMUNITY BENEFITS PARTNERSHIP AGREEMENT

This **Community Benefits Partnership Agreement** (“Agreement”) is by and between the St. Louis Equal Housing and Community Reinvestment Alliance (“SLEHCRA”) and Simmons Bank (“Simmons”). Simmons and SLEHCRA may be referred to herein each as a “party” or collectively as the “parties.”

WHEREAS, Simmons is committed to serving the needs of low-and-moderate-income (“LMI”) and minority communities throughout its footprint;

WHEREAS, the SLEHCRA membership has extensive knowledge of the needs of the LMI and minority communities within the St. Louis, Missouri, region; and

WHEREAS, SLEHCRA and Simmons, therefore, seek to develop a sustainable partnership that will expand access to financial services and products to LMI persons and within LMI and minority geographies within the St. Louis, Missouri, region;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Simmons and SLEHCRA hereby agree as follows:

1. **General Commitment.** The parties agree to work together to create opportunities for economic development and enhanced quality of life within the St. Louis, Missouri, region. The parties have created this Agreement together and will work in partnership to uphold its terms.
2. **Term.** This Agreement shall be effective for a period of three (3) years (“Term”) beginning the later of May 1, 2019 or the closing date of the merger between Simmons and Reliance Bank (“Effective Date”).
3. **Branches and Service Locations.**
 - a. The parties acknowledge the upcoming merger of Reliance Bank, a Missouri-chartered bank, with and into Simmons (such transaction referred to as the “Merger”). Simmons agrees that the Merger will not result in any immediate branch closures or consolidations. In addition, Simmons commits to maintaining, for a period of not less than three (3) years, the established branches, ATMs and loan production office of Reliance Bank and Simmons that are located in LMI and minority geographies within the St. Louis, Missouri, region. The objective of the Simmons branch network is to provide adequate access to products and services in all communities. Simmons will consistently evaluate our service locations based on our ability to meet the objective.
 - b. Simmons acknowledges that it is seeking to work with members of SLEHCRA to identify ways for qualified organizations to utilize excess space available in the Simmons’ branch location at 7151 Natural Bridge Road (a/k/a Normandy Branch).

c. Simmons will add one (1) new full service bank branch in the St. Louis region located in a LMI census tract or census tract with predominantly minority population. The branch will be located in either North St. Louis City zip codes of 63106, 63107, 63113, 63115, 63120, 63147, or in North St. Louis County zip codes of 63136, 63137, 63138, 63033, 63135, 63133, 63134, 63133, 63114. By the end of the term of this Agreement, Simmons will have opened or have started the process of opening this location. This branch may be co-located in partnership with community organizations or institutions. This branch could also be located at the site of current limited service facilities. Simmons will involve SLEHCRA members when selecting the location of the branch.

4. **Banking Services and Products.** Simmons acknowledges that, as part of a full range of banking products and services widely offered by Simmons, several products and services should have special appeal to many LMI and minority individuals. Simmons commits its best efforts in providing these products and services to achieve peer aggregate production levels. The following are descriptions of certain of these products and services (as of the Effective Date):

a. Residential Lending:

i. *Affordable Advantage Mortgage Product*, a 30- year fixed rate mortgage with flexible credit underwriting standards that does not require private mortgage insurance and allows for a minimum credit score of 575 (no credit score is also allowed). This product is designed for persons earning 80% of area median income purchasing a home or for persons earning up to 120% of area median income purchasing a home within a LMI census tract.

This loan program has been successful in Simmons' footprint as evidenced by Simmons' origination of over \$35 million in loans through this program. Simmons commits to making this loan program available in the St. Louis market.

There is currently no corporate limit for this product.

ii. *Affordable Advantage Home Improvement Product*, a consumer home improvement loan, ranging from \$5,000 - \$20,000, designed to provide flexible underwriting conditions within targeted census tracts (LMI). There are no income restrictions, but the borrower must be the owner of the property and the property must be their primary residence.

iii. *Greenlight Home Improvement Loan Product*, a consumer home improvement loan program currently offered by Reliance Bank with loan balances between \$5,000 - \$15,000.

- iv. *Neighborhood Helper*, an unsecured home improvement loan product currently offered by Reliance Bank that allows a minimum credit score of 500 and a maximum loan amount of \$5,000.
 - v. *Government insured mortgage* products, which include Federal Housing Administration (FHA) and Veterans Administration (VA).
 - vi. *Fannie Mae and Freddie Mac* affordable housing loans, which include HomeReady® and Home Possible®.
 - vii. *Credit Builder (CB) loan program*, an affordable small dollar loan program created by Reliance Bank that helps borrowers build or repair their credit history that has been offered since 2012.
- b. Residential Lending Goals: Simmons will commit its best efforts to originating home mortgage loans to owner occupied, 1-4 family properties within the St. Louis region to the following targeted borrowers and geographies. The goal represents a total commitment over the three (3) year period, with annual targets that increase by 15% the second year, and 20% the third year.
- i. LMI Borrowers and/or Geographies: A total of \$14.96 Million, with annual targets of \$4.24 Million in Year 1, \$4.87 Million in Year 2, and \$5.85 Million in Year 3.
 - ii. Borrowers of Color and/or Communities of Color: A total of \$10.18 Million, with annual targets of \$2.88 Million in Year 1, \$3.32 Million in Year 2, and \$3.98 Million in Year 3.
 - iii. Simmons will report to SLEHCRA semi-annually progress on the lending goals and will include a breakdown of lending originations by race and income for borrowers and for census tracts. SLEHCRA and Simmons will work together to create the template for this report.
- c. As part of the Residential Lending Goals, Simmons will commit its best efforts to meet specific sub-goals for home improvement lending to LMI borrowers and communities. Over the Term of the Agreement, Simmons will originate a minimum of \$1.37 Million in Home Improvement Loans to LMI Borrowers and/or Geographies, with a Year 1 goal of \$387,000 and increasing by 15% in Year 2 and 20% in Year 3.
- d. Small Business Lending:
- i. *U.S. Small Business Administration (SBA)* products, which include SBA 7(a), 504, Express, Working CAP lines and Contract CAP loans.

- ii. Simmons will use its best efforts to partner with organizations, such as justine PETERSEN, to enhance two-way referrals of persons that may benefit and qualify for micro loans and/or traditional SBA loans.
 - iii. CRA Small Business Lending Goals: Simmons will commit its best efforts to originating CRA-eligible small business loans to LMI geographies in the St. Louis region that meet the following goal. Over the Term of the Agreement, Simmons will originate a minimum of \$51.78 Million in small business loans to LMI communities, with a Year 1 goal of \$14.67 Million to increase by 15% in Year 2 and 20% in Year 3.
- e. Banking Products/Services:
- i. *Affordable Advantage Checking*, a checking account that is compliant with the national BankOn product standards.
 - ii. *Boost Checking*, a free checking account that also pays interest if certain qualifications are met.
 - iii. *Prosper Checking*, a checking account designed to help those who have had challenges in the past with managing a checking account provides a fresh start back into the financial mainstream.
 - iv. *Simply Youth Savings*, a savings account designed for persons 18 years of age and under.
 - v. *Business Checking*, a variety of accounts that are designed to meet the needs of businesses, small or large.

5. Community Investments.

- a. Simmons acknowledges that it is committed to investments that are targeted to supporting affordable housing, community services, revitalization and stabilization and economic development. Simmons invests in mortgage backed securities and Low-Income Housing Tax Credits (LIHTC) that support affordable housing; invests in Small Business Investment Corporations that support small business development and expansion; and New Market Tax Credits that support economic development and seeks to invest in other investment instruments that support communities while providing a good return for Simmons.
- b. Simmons will use its best efforts, over the Term, to achieve a total of \$15 Million in qualifying Community Development Investments within the St. Louis market, with an annual minimum of \$5 Million.

- i. As part of this commitment and the commitment to leadership in the Gateway Neighborhood Mortgage program, Simmons will commit to making an investment of \$500,000 in the Gateway Neighborhood Mortgage loan fund subject to receipt, review, and approval of the prospectus related to the loan fund.
 - c. Simmons will use its best efforts, over the Term, to originate a total of \$150 Million in qualifying Community Development Loans within the St. Louis market, with an annual minimum of \$50 Million.
 - d. Simmons will not knowingly establish or maintain any financing relationship with predatory lenders including payday lenders and/or title lenders.
- 6. **Community Charitable Giving.** Simmons acknowledges that it is committed to providing financial support to organizations working within low wealth communities to improve the quality of life of the citizens within those communities.
 - a. Simmons, through its designated CRA charitable giving funds, will provide financial support to organizations and programs serving LMI persons and LMI and minority communities. Simmons will use its best efforts to fund contributions of not less than \$60,000 annually in the St. Louis market, including contributions to SLEHCRA member organizations and for financial education activities. Simmons provisions its charitable giving relative to deposit market share and market-specific CRA goals and will proportionately increase the \$60,000 amount commensurate with future growth in deposit market share in the St. Louis market. Simmons' Community Advisory Board will be key in deciding the allocation of funds among receiving organizations.
 - b. Simmons will assist SLEHCRA members in applying for meaningful grants available through the Simmons Foundation. The competitive grants are available to provide financial support to CRA qualified programs.
- 7. **Financial Education Support.** Simmons employees will engage in financial literacy activities and targeted technical assistance with nonprofit organizations. This commitment will further enhance the track record of Reliance Bank team members that have been actively engaged in the community.
 - a. Simmons will continue to serve on the St. Louis Regional Unbanked Taskforce in an active role.
- 8. **Outreach to LMI Persons and LMI Communities.** Simmons uses a variety of paid and owned media channels for marketing across its eight-state footprint. Simmons commits to best efforts to reach LMI and minority persons and communities in the St. Louis market.

- a. Simmons will work with SLEHCRA partners in community outreach to identify and educate LMI and minority persons and organizations on financial services and products that are available through Simmons.
- b. Simmons will seek SLEHCRA's guidance in identifying effective channels for marketing and outreach, and Simmons may include advertising in selected newsletters and bulletins of SLEHCRA partners.
- c. Simmons' marketing and outreach efforts will include identification of LMI and minority census tracts and targeted use of radio, print, and digital messaging to reach LMI and minority individuals.
- d. Simmons considers communicating the availability of financial products and services and convenient access to those products and services as keys to successfully serving the targeted communities.
- e. Simmons will commit to spending a minimum of \$20,000 in year one of the Term and a minimum of \$10,000 annually in year two and three of the Term on marketing and outreach to LMI communities and communities of color.

9. Community Development and Engagement. Simmons understands the importance of utilizing the expertise of professionals within the St. Louis market to ensure that initiatives are successful, and goals are met.

- a. Simmons recognizes the outstanding work that Reliance Bank has done in assembling a professional Community Development Team ("Team"). Simmons is committed to utilizing its best efforts to continue the services of this Team and, at a minimum, continuing a Community Advisory Board for the St. Louis market area, retaining a Team, and hiring a full-time dedicated CRA Affordable Mortgage Lender to be located within the St. Louis market.
- b. Simmons maintains a centralized CRA Department that will assist the St. Louis team to be successful in meeting its goals and objectives.
- c. Simmons commits to maintaining a leadership role in the development and implementation of the Gateway Neighborhood Mortgage Loan Program. Simmons also commits to participating as a mortgage lender for the program.

10. Collaboration with SLEHCRA.

- a. The parties shall have a partnership that supports Simmons' goal of meeting the credit needs of LMI and minority persons and communities within the St. Louis region in the following ways:
 - i. Informing Simmons personnel of needs and opportunities to serve LMI and minority communities;

- ii. Referring clients to Simmons for banking and finance needs;
 - iii. Assisting Simmons with advertising and promoting its products and services with LMI and minority communities;
 - iv. Working with Simmons personnel in developing products and services (as appropriate); and
 - v. Supporting Simmons' efforts to expand within the St. Louis, Missouri, region.
- b. Simmons will make annual contributions as defined in Section 6.a. of this Agreement. Simmons will support the capacity of SLEHCRA in fulfilling the goals in 10.a. by providing funding at an annual minimum of \$25,000.

11. Fair Lending and Community Reinvestment Compliance.

- a. Simmons requires all its employees, as well as its board of directors, to complete annual fair lending training. The training includes, the Fair Housing Act, the Community Reinvestment Act, the Equal Credit Opportunity Act, and the Home Mortgage Disclosure Act.
- b. Simmons will meet annually with SLEHCRA to review performance regarding this Agreement as well as other relevant activities of Simmons regarding community reinvestment and development. Simmons will prepare a written report documenting data and updates for each item in the agreement that will be made available to SLEHCRA. By working together, Simmons and SLEHCRA hope to have a major impact on strengthening communities throughout the St. Louis, Missouri, region.
- c. Simmons will continue to annually complete SLEHCRA's survey of bank practices.

12. Miscellaneous. This Agreement contains the entire agreement and understanding between the parties concerning the subject matter contained herein. This Agreement can be modified or altered only by a written instrument that specifically references this Agreement and is signed by both parties. This Agreement binds and benefits the parties and their successors and assigns; provided that this Agreement may only be assigned by a party with the prior written consent of the other party. This Agreement may be executed by manual or electronic signatures, and in counterparts, which are each an original document. Unless expressly stated otherwise, no provision contained herein shall survive termination or expiration of this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction or regulatory authority having jurisdiction over Simmons to be

illegal, void, or unenforceable, the remainder of this Agreement will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SIMMONS BANK

**ST. LOUIS EQUAL HOUSING AND
COMMUNITY REINVESTMENT ALLIANCE**

By: Marty Cantel
Name: Marty Cantel
Title: President
Date: 2-20-19

By: Jacqueline Hutchinson
Name: Jacqueline Hutchinson
Title: C.O-CHAIR SLEHCKA
Date: 2-13-2019

By: Elisabeth Risch
Name: Elisabeth Risch
Title: Co-Chair
Date: 2-13-2019