

SETTLEMENT AGREEMENT

I. INTRODUCTION

This Settlement Agreement (“Agreement”) is entered into jointly by the parties to resolve the claims of the United States in the matter styled United States of America v. Citizens Republic Bancorp, Inc., et al., No. 2:11-cv-11976-LPZ-LJM (E.D. Mich.) (the “Lawsuit”) that Citizens Republic Bancorp, Inc., as the successor to Republic Bank and parent company to Citizens Bank, and Citizens Bank (collectively, “Citizens Bank” or “the bank”), have engaged in a pattern or practice of conduct in violation of the Fair Housing Act (FHA), 42 U.S.C. §§ 3601-3619, and the Equal Credit Opportunity Act (ECOA), 15 U.S.C. §§ 1691-1691f. Citizens Bank denies these claims.

There has been no factual finding or adjudication with respect to any matter alleged by the United States. Accordingly, the execution of this Agreement is not, and is not to be considered as, an admission or finding of any violation of the FHA or ECOA by Citizens Bank. Rather, the parties have entered into this Agreement to resolve voluntarily the claims asserted by the United States in order to avoid the risks and burdens of litigation. The parties agree that full implementation of the terms of this Agreement will provide a resolution of the allegations of the United States in a manner consistent with Citizens Bank’s legitimate business interests.

Pursuant to this Agreement, Citizens Bank has entered into a partnership with the City of Detroit to provide grants to homeowners to enhance the stability and revitalization of neighborhoods to be identified by the City and the bank, as described in paragraph 7. Further, Citizens Bank has agreed to take the actions described herein to ensure that its lending products

and services in the Detroit area are made available and marketed in majority-black census tracts¹ on no less favorable a basis than in majority-white census tracts, in a manner consistent with safe and sound lending practices.

II. TERMS OF AGREEMENT

A. Non-Discrimination

1. Citizens Bank, including all of its officers, employees, agents, representatives, assignees, and successors in interest, and all those in active concert or participation with any of them, will not engage in any act or practice that (a) violates the FHA in any aspect of a residential real estate-related transaction, or (b) violates ECOA in any aspect of a residential credit transaction. This includes, but is not limited to: marketing and advertising; the selection of sites for and the provision of services through branch offices or other channels; the definition of an assessment area under the Community Reinvestment Act of 1977, 12 U.S.C. §§ 2901-2906 (CRA); and the determination of geographic areas in which loan applications are solicited or funded, except as specified in this agreement.

2. Citizens Bank will take the actions that are reasonable and necessary, consistent with safe and sound banking practices as determined by the bank and its regulator, to ensure that the bank offers and provides all persons with an equal opportunity to apply for and obtain residential mortgage credit.

¹ For the purposes of this Agreement, the term “majority-black census tract” is defined as a census tract where the population is more than 50% African-American or black. The term “majority-white census tract” is defined as a census tract where the population is more than 50% non-Hispanic white. A list of the majority-black and majority-white census tracts in Wayne County, based upon the 2000 Census, is attached to this Agreement as Exhibit A. The list will be updated with data from the 2010 Census when publicly available.

3. Citizens Bank will make available and market residential loan products in majority-black census tracts in Wayne County on no less favorable a basis than in majority-white census tracts in Wayne County.

B. CRA Assessment Area

4. In 2010, Citizens Bank revised its assessment area pursuant to the CRA and Regulation BB, its implementing regulation, 12 C.F.R. § 228, to include all of Wayne County and the City of Detroit. Citizens Bank will continue to include the entirety of Wayne County and the City of Detroit in its CRA assessment area during the term of this Agreement. Nothing in this Agreement precludes Citizens Bank from changing its CRA assessment area outside of Wayne County in the future in a manner consistent with the provisions of the CRA and its implementing regulations.

C. Fair Lending Training

5. Citizens Bank will continue to provide, or document the provision of, periodic training on at least an annual basis during the term of this Agreement to all “employees with significant involvement in residential lending,” including independent contractors hired by the bank with substantive responsibilities in developing or generating residential mortgage loans or loan products, to ensure that its activities are conducted in a nondiscriminatory manner.² This training will encompass the fair lending obligations under the FHA, ECOA, obligations under the CRA, and responsibilities under this Agreement. Citizens Bank will provide a description of

² For the purposes of this paragraph, the term “employees with significant involvement in residential lending,” is defined to include only those employees who: (1) are required to be registered as mortgage loan originators pursuant to the Secure and Fair Enforcement Mortgage Licensing Act of 2008 (SAFE Act), 12 C.F.R. Part 208, Regulation H, Subpart I; and (2) are directly involved in the marketing of residential mortgage loans on behalf of the bank.

the training plan to the United States within fifteen (15) days of the effective date of the Agreement. The United States will have a period of thirty (30) days to present any objection that it may have to the training proposal. The parties will work cooperatively to resolve any disputes they may have regarding the proposed training. In addition, within fifteen (15) days of the effective date of the Agreement, Citizens Bank will provide to all employees who have substantive responsibilities for residential mortgage lending in the Detroit Consolidated Metropolitan Statistical Area (“CMSA”)³ with an explanation and copies of the applicable provisions of this Agreement, and allow an opportunity for such employees to have any questions concerning the Agreement answered. The bank will bear all costs associated with the training.

D. Partnership with the City of Detroit

6. Citizens Bank and the City of Detroit have agreed to a partnership in which the bank will assist the City’s efforts to promote sustained home ownership by providing grant funds to stabilize and revitalize neighborhoods. Citizens Bank will devote \$1.625 million to this grant program.

7. The grant funds will be made available in neighborhoods identified by the City as a part of the City’s Project 14 and the Detroit Works Project. Under the program to be administered by the City, the bank will provide existing homeowners in the identified neighborhoods in the City of Detroit (as defined by the bank and the City for purposes of the

³ The Detroit CMSA consists of the Detroit Primary Metropolitan Statistical Area (“PMSA”) (Lapeer, Macomb, Monroe, Oakland, St. Clair, and Wayne counties), the Flint PMSA (Genesee county), and the Ann Arbor PMSA (Lenawee, Livingston, and Washtenaw counties).

program) with a matching grant of up to \$10,000 for exterior improvements for projects of \$20,000 or more.

8. Residents who currently own a home identified as their primary residence in a targeted neighborhood will be eligible for exterior improvement matching allowances. Eligible structures include owner-occupied residential properties consisting of one to two units. These can include detached single-family homes as well as row houses and townhomes. Residences where homeowners' associations, condominium association or other form of cooperative is responsible for the building exterior are not eligible.

9. Qualified improvements will be limited to the exterior of the home. These improvements include a wide range of beautification, weatherization and restoration projects.

These projects include:

- Roof replacement
- Masonry restoration
- Window repair or replacement
- Exterior restoration
- Exterior painting
- Exterior lighting
- Gutters and downspouts
- Siding & trim repair
- Street Fronting Sitework (including fencing, walks, etc.)

10. The grant program will be administered by the City or its designated partner, which will determine the qualifications for eligibility, zoning issues, contractor approval and other related issues. Once the City has issued final approval for an application, the grant check will be issued by Citizens Bank in a manner directed by the City.

11. Preapproved projects with qualifying costs of \$20,000 or more will receive the maximum allowance of \$10,000 upon project completion and proof of payment. Preapproved projects with qualifying costs of less than \$20,000 will receive a 50% allowance reimbursement

upon project completion and proof of payment. Future exterior improvement projects by residents who have already received one grant under this program remain eligible for matching funds until the \$10,000 total reimbursement is reached. Qualifying project costs will be based on materials only for Owners wishing to undertake their own repairs.

12. Citizens Bank and the City of Detroit envision that the \$1.625 million in grant funds will be expended within three (3) years of the effective date of this Agreement, but the bank and the City retain the discretion to expend the grant funds on a more expedited basis if the bank and the City both agree.

E. Community Development Lenders

13. As a part of its existing program to market residential mortgage loans in majority-black residential areas of Wayne County, Citizens Bank has hired a person to fill the position of “Community Development Lender” and currently is seeking to fill a second position with the same objective. Citizens Bank will hire the second Community Development Lender within four (4) months of the effective date of the Agreement. The persons hired as Community Development Lenders will be employees of the bank and these positions will be maintained actively throughout the term of this Agreement, and will focus primarily on generating residential mortgage loans in the majority-black census tracts within Wayne County, as well as facilitating the bank’s grant program described in paragraphs 6-12. The duties of the Community Development Lenders also may include assisting the bank’s involvement in community lending initiatives and outreach programs and serving as a resource to other staff to encourage and develop more lending within the majority-black census tracts of Wayne County. The Community Development Lenders will report directly to the Director of Mortgage Banking, who is a member of the bank’s Corporate Compliance Committee, as described in paragraph 29.

F. Physical Expansion in Wayne County

14. Within ninety (90) days of the effective date of this Agreement, Citizens Bank will establish and open a Loan Production Office (LPO) within a majority-black census tract in the City of Detroit. Within ninety (90) days of the effective date of this Agreement, Citizens Bank will provide the United States with written notice of the location for the LPO and will set forth the services to be provided at the LPO. The LPO will focus on the marketing and intake of residential mortgage loan applications from residents of the majority-black census tracts in Wayne County and grant applications for the partnership program described in paragraphs 6-12. The LPO will provide the base of operation for the Community Development Lenders described in paragraph 13, and may be staffed with other personnel as necessary to effectively market the bank's residential mortgage loan products and grant program to the community. The LPO will bear signage similar to that used for Citizens Bank's branch offices and will be in a retail-oriented space in a visible location accessible to concentrations of owner-occupied residential properties in the majority-black census tracts in the City of Detroit. Citizens Bank will continue to operate an LPO at the selected location or another location in a majority black census tract in the City of Detroit for the term this Agreement.

15. Citizens Bank will continue to evaluate the feasibility of branch expansion in the majority-black census tracts of Wayne County, as part of a nondiscriminatory plan for branching in the State of Michigan. Citizens Bank will focus in particular on the feasibility of converting the LPO (referenced in paragraph 14 above) into a full-service branch, or opening a branch at another location in a majority-black census tract of Wayne County, consistent with safe and sound banking practices. Citizens Bank will follow the normal procedures of consultation with its regulator on these issues.

16. Nothing in this Agreement precludes Citizens Bank from opening or acquiring additional facilities. The bank will notify the United States of any plans to convert the LPO into a full-service branch or open or acquire any new branches or other offices within the Detroit CMSA at the same time that Citizens Bank notifies its regulator so that the United States may raise any concerns with the bank and its regulator before regulator approval is granted.

G. Advertising and Consumer Education

17. Citizens Bank will continue with its plan for advertising and marketing to majority-black residential areas of Wayne County, and will continue to evaluate, enhance, and modify the program as necessary to achieve its intended objectives. In each year this Agreement is in effect, the program will include the following components:

(a) Print Media. In addition to any other print advertising, Citizens Bank will continue to advertise in at least one print medium specifically directed to African-American readers, such as the Michigan Chronicle. These advertisements will focus on meeting the residential mortgage credit needs of the majority-black census tracts of Wayne County and may include special products or offers designed to meet those and other residential housing needs, including the grant program described in paragraphs 6-12. Citizens Bank retains the discretion to determine the size, content, and frequency of such advertising subject as a part of the overall marketing plan.

(b) Radio. Citizens Bank will place radio advertisements on at least two African-American-oriented Detroit-area radio stations, such as KissDetroit 105.9, MIX 92.3, or WJLB 97.9. These advertisements will focus on meeting the residential mortgage credit needs of the majority-black census tracts of Wayne County and may include special products or offers designed to meet those and other residential housing needs, including the grant program

described in paragraphs 6-12. Citizens Bank retains the discretion to determine the content and frequency of such radio spots subject to the standards set forth above and to place such advertising on additional minority-oriented stations.

(c) Promotional Materials. Citizens Bank will utilize other marketing methods as it deems appropriate to achieve its objectives in Wayne County. The bank already has used billboard advertising in Wayne County to market its residential mortgage loan products, and may continue to use this marketing approach. The bank also may develop point-of-distribution materials, such as posters and brochures, targeted toward the majority-black census tracts in Wayne County to advertise products and services, including any special loan products or services made available pursuant to this Agreement. Citizens Bank will place or display these promotional materials in its branch offices, LPO, and additional, appropriate distribution locations in the majority-black census tracts, in addition to any other places that the bank believes to be appropriate.

(d) Direct Mailings. Citizens Bank retains the option to utilize direct mailing targeted to residents in the majority-black census tracts in Wayne County, but will ensure that a residential lending marketing program in the majority-black census tracts is not limited solely to existing customers of the bank. This does not preclude Citizens Bank from conducting other marketing not focused on residential lending, by direct mail or otherwise, that is limited to current customers.

(e) Citizens Bank will continue its practice of using an equal housing opportunity logotype, slogan, or an audible statement "Equal Opportunity Lender" in advertising and marketing.

18. Citizens Bank will provide a minimum of four (4) outreach programs every year this Agreement is in effect for real estate brokers and agents, developers, and public or private entities engaged in residential real estate-related business in the majority-black census tracts in Wayne County, to inform them of the products and services Citizens Bank offers, including those detailed in this Agreement, and to otherwise develop business relationships with them. These programs will be offered at locations reasonably convenient to the business operations of the attendees.

19. Citizens Bank also will provide credit counseling, financial literacy, and other related educational programs to residents in the majority-black census tracts, to help identify and develop qualified loan and/or grant applicants from these areas. This program will include a minimum of six (6) outreach seminars every year this Agreement is in effect, targeted towards residents of majority-black census tracts in Wayne County.

20. Citizens Bank will invest a minimum of \$100,000 per year (\$400,000 over the term of this Agreement) for every year this Agreement is in effect. The bank will allocate a minimum of \$50,000 per year for advertising and marketing and a minimum of \$50,000 per year for consumer education and will have the discretion to determine how these funds are allocated within each category. A minimum of one-half of the amount allocated to consumer education will be dedicated to sponsoring such programs offered by community or governmental organizations engaged in fair lending work.

H. Program for Loan Subsidies

21. Citizens Bank will make available \$1.5 million in a program to increase the residential mortgage credit that the bank extends to residents of majority-black census tracts of Wayne County (“special financing program”).

22. The “special financing program” will offer residents in majority-black census tracts in Wayne County loan products at interest rates and/or on terms that are more advantageous to the applicant than Citizens Bank would normally provide.

23. Under the special financing program, the bank will subsidize each covered transaction by one or more of the following means: an interest rate below that which Citizens Bank would normally charge, down payment or closing cost grants or assistance, or other financial aid. The bank will provide one or more of the following forms of financial assistance to any applicant, qualified for a residential mortgage loan under the bank’s underwriting standards that are normally applied for loans to be sold to Fannie Mae or Freddie Mac or to be insured by FHA or VA (“qualified applicant”):

- (a) a loan for a home purchase, refinancing, or home improvement at an interest rate a minimum of 1/2 of a percentage point (50 basis points) below the otherwise prevailing rate, provided that if the prevailing rate (APR) for any such loan exceeds 8% at any time during the term of this Agreement, the interest rate subsidy will be a minimum of 1%, and if the prevailing APR exceeds 9% at any time during the term of this Agreement, the subsidy will be a minimum of 1.5%; below the market rates for the loan type offered;
- (b) down payment assistance in the form of a direct grant of up to \$7,500; or
- (c) closing cost assistance in the form of a direct grant of up to \$7,500.

24. Citizens Bank retains the discretion to offer more than one, or all, of the foregoing forms of financial assistance to qualified applicants on an individual basis as it deems appropriate under the factual circumstances of a particular application, so long as the maximum total financial assistance provided by the bank to an individual qualified applicant does not exceed \$7,500. Citizens Bank will have discretion to provide the loan subsidy among its

residential loan products, and the bank, in its sole discretion, will apply the available funds in a manner to assist otherwise qualified applicants in satisfying the financial aspects of a transaction, such as down payment or debt-to-income requirements.

25. The special financing program will be marketed in a manner reasonably designed to inform minority residents of all areas of Wayne County of the opportunity to participate in the program. For example, advertisements on radio stations targeted to African-American residents will be presumed to properly inform residents of the program.

26. No provision of this Agreement, including any special financing program, requires Citizens Bank to alter its standards for underwriting mortgage loans that are applied regularly to make loans saleable to Fannie Mae or Freddie Mac or comply with the provisions applicable for FHA/VA insurance. The bank's underwriting standards applied to residents of the majority-black census tracts of Wayne County must be no less favorable than the standards that are applied in majority-white census tracts. At the same time, no provision of this Agreement imposes an obligation on the bank to apply underwriting standards in majority-black census tracts that are more favorable than the standards applied in majority-white census tracts.

27. The \$1.5 million special financing program under the terms of this Agreement will be the sum total of: the cost to the bank of providing below-market financing and the dollar amount of any grants for down payment assistance or closing cost assistance.

28. The special financing program is intended to afford its benefits to qualified applicants who respond to the bank's marketing program or otherwise seek residential mortgage credit from the bank. Citizens Bank's compliance with the requirements of the special financing program will be measured by its good faith efforts to solicit loan applications from the majority-black census tracts in Wayne County in accordance with the provisions of the Agreement and

provide the benefits of the program to qualified applicants. Nothing herein shall be construed to require Citizens Bank to take any action other than what is expressly provided for in this Agreement.

III. GOVERNANCE

29. Citizens Bank's Legal and Compliance Department will have overall responsibility for the implementation of the terms of this Agreement, including but not limited to facilitating the bank's partnership with the City of Detroit as defined in paragraphs 6-12; coordinating the bank's involvement in community lending initiatives and outreach programs as described throughout the Agreement; serving as a resource to lending staff to encourage and develop more lending within the majority-black census tracts; and overseeing the development of Citizens Bank's lending in the majority-black census tracts in Wayne County. Quarterly updates on the progress of the initiatives will be provided to both the Corporate Compliance Committee, which is comprised of members of executive management, including the Director of Mortgage Banking, and led by the Corporate Compliance Manager, as well as the Board of Directors' Risk Committee, which meets six (6) times per year. The actions of the Risk Committee are reported by its chair and reviewed by the full Board of Directors on a regularly scheduled basis.

IV. EVALUATING AND MONITORING COMPLIANCE

30. For the duration of this Agreement, Citizens Bank will retain all records relating to its obligations hereunder, including its residential lending activities, as well as its advertising, outreach, branching, LPO, special programs, and other compliance activities as set forth herein. The United States will have the right to review and copy such records upon request.

31. Citizens Bank will provide to counsel for the United States the data it submits to the Federal Reserve Board for use by 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 Federal Reserve Board within thirty (30) days of its submission to the Federal Reserve Board for each year this paragraph of the Agreement is in effect, including the record layout.

32. Within six months of the effective date of this Agreement, Citizens Bank will submit a report to the United States on the bank's progress in establishing and implementing each of the items specified in this Agreement. A second report will be submitted on the first anniversary of this Agreement, a third report will be submitted on the second anniversary of this Agreement, a fourth report will be submitted on the third anniversary of this Agreement, and a fifth report will be submitted three and a half years after the effective date of this Agreement. All reports submitted by the bank pursuant to this paragraph will include an objective assessment of the extent to which each quantifiable obligation was met, and Citizens Bank will attach to the annual reports representative copies of training material and advertising and marketing materials disseminated pursuant to this Agreement.

V. ADMINISTRATION

33. This Agreement, with the exception of the special financing program specified in paragraphs 21-28 and the administrative paragraphs 29-40, will terminate three (3) months after the submission of Citizens Bank's fourth report to the United States provided that Citizens Bank has complied with the terms of this Agreement, including the following requirements: (a) expenditure of the \$1.625 million in grant funds committed to the City of Detroit partnership described in paragraphs 6-12; and (b) expenditure of a minimum of \$400,000 in the advertising, marketing, and community outreach campaign described in paragraphs 17-20. The special financing program specified in paragraphs 21-28 and the administrative paragraphs 29-40 will

terminate three (3) months after the submission of Citizens Bank's fifth report to the United States. If the funds allocated for the special financing program are not fully expended three (3) months after the submission of the bank's fifth report to the United States, the remaining funds will be donated by the bank to a non-profit housing organization in the City of Detroit, or to such other organization that is involved with community reinvestment in the City of Detroit. This may include programs operated by the City of Detroit. The bank will inform the United States of the organization to receive any remaining funds when, and if, the circumstances arise, and allow a thirty (30) day period for the United States to raise any concerns it may have before the funds are transferred.

34. This Agreement may be modified by mutual written agreement of the parties. The parties recognize that there may be changes in relevant and material factual circumstances during the term of this Agreement that 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 resulting therefrom.

35. Nothing in this Agreement will excuse the bank's compliance with any currently or subsequently effective provision of law or order of a regulator with authority over Citizens Bank that imposes additional obligations on the bank.

36. This Agreement fully and finally resolves all claims of the United States relating to the alleged violation of the fair lending laws by means of discriminating on the basis of race or color, as alleged in the Complaint in this action, including all claims for equitable relief and monetary damages and penalties. Each party to this Agreement will bear its own costs and attorney's fees associated with this litigation.

37. This Agreement will be effective as of the date of the final signature is affixed to this Agreement.

38. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements and understandings.

39. Contemporaneously with the execution of this Agreement, the parties shall file a Stipulation of Dismissal With Prejudice with the United States District Court for the Eastern District of Michigan, in substantially the same form as the attached Exhibit B.

40. This Agreement is enforceable by filing a lawsuit seeking specific performance with its terms in the United States District Court for the Eastern District of Michigan. Failure to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of the right to enforce other deadlines and provisions of this Agreement.

41. In the event that any disputes arise about the interpretation of or compliance with the terms of this Agreement, the parties will endeavor in good faith to resolve any such dispute between themselves. If either party believes that the other party has failed to comply with any obligation under this Agreement, it will provide written notice thereof and allow a period of at least thirty (30) days to discuss a voluntarily resolution of the alleged violation. At the end of the thirty (30) day period, if the party alleging failure to comply determines that the alleged failure has not been cured, that party may file a lawsuit in the United States District Court for the Eastern District of Michigan against the alleged non-complying party for breach of contract and any other appropriate causes of action and may seek specific performance. In connection with such action, the United States and Citizens Bank hereby agree to request that the Court expedite

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any discovery in a manner that will allow a trial of the claims alleging a failure to fulfill any obligation under this Agreement commencing (a) 120 days after service of the summons and complaint, or (b) the Court's earliest availability, whichever is later.

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The undersigned hereby agree to the terms of this Settlement Agreement:

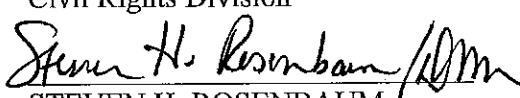
For the United States:

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 Date: 6-23-11

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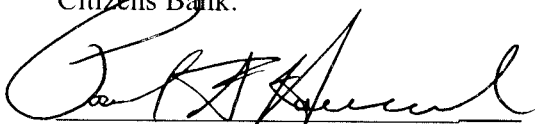
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For Citizens Republic Bancorp, Inc. and
Citizens Bank:



Date: June 23, 2011

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Exhibit A

Wayne County, Michigan**Majority-Black Tracts as Defined by 2000 Census**

Census Tract	Percent Black	Total Tract Pop
5001.00	61.9%	4,328
5002.00	70.2%	3,368
5003.00	81.1%	4,606
5004.00	91.7%	4,517
5005.00	94.4%	3,907
5006.00	89.7%	6,123
5007.00	73.3%	4,770
5008.00	59.3%	2,570
5009.00	86.1%	4,674
5010.00	91.8%	4,093
5011.00	93.7%	5,191
5012.00	98.3%	3,205
5013.00	94.0%	5,707
5014.00	78.9%	4,489
5018.00	63.2%	5,311
5019.00	88.9%	4,064
5020.00	92.2%	3,443
5031.00	80.2%	3,380
5032.00	81.3%	5,103
5033.00	82.5%	5,818
5034.00	69.1%	2,791
5035.00	88.3%	6,435

5036.00	78.9%	3,362
5037.00	75.6%	2,714
5039.00	93.2%	4,236
5040.00	93.3%	2,406
5041.00	96.8%	3,193
5042.00	97.1%	4,208
5043.00	95.7%	4,182
5044.00	97.3%	3,797
5045.00	100.0%	446
5046.00	98.7%	1,648
5047.00	95.8%	3,457
5048.00	90.8%	2,106
5049.00	93.0%	4,182
5050.00	89.4%	1,908
5051.00	88.5%	4,439
5052.00	94.7%	4,495
5053.00	96.3%	3,189
5061.00	74.5%	2,338
5062.00	92.6%	2,976
5063.00	87.8%	3,346
5064.00	76.8%	4,286
5065.00	90.9%	3,099
5066.00	95.1%	4,214
5067.00	86.5%	1,568
5068.00	89.6%	4,539
5069.00	91.2%	4,687

5070.00	97.3%	3,310
5071.00	97.7%	3,472
5072.00	98.6%	2,017
5073.00	94.1%	4,109
5074.00	94.5%	4,169
5075.00	93.2%	3,165
5076.00	79.9%	2,871
5077.00	89.3%	1,521
5078.00	85.0%	1,565
5079.00	60.0%	4,903
5080.00	57.3%	2,557
5102.00	84.8%	2,903
5103.00	72.4%	1,669
5104.00	93.9%	2,348
5108.00	85.9%	1,813
5109.00	97.4%	1,965
5112.00	98.3%	2,056
5115.00	96.1%	2,040
5116.00	97.2%	3,176
5117.00	100.0%	802
5121.00	94.6%	5,182
5122.00	94.9%	1,578
5123.00	93.9%	2,067
5124.00	88.9%	2,579
5126.00	93.7%	3,028
5129.00	89.5%	2,998

5132.00	83.5%	2,930
5134.00	89.4%	2,576
5135.00	90.6%	704
5136.00	95.3%	2,911
5139.00	94.3%	4,157
5140.00	96.1%	359
5141.00	97.9%	5,151
5143.00	98.2%	4,150
5145.00	98.0%	1,706
5146.00	96.3%	1,954
5147.00	98.3%	1,726
5148.00	96.4%	1,241
5149.00	98.5%	2,323
5150.00	98.6%	2,357
5151.00	97.6%	2,151
5152.00	91.1%	3,412
5153.00	86.3%	3,251
5154.00	59.5%	1,613
5156.00	97.4%	2,350
5157.00	72.1%	3,904
5161.00	96.8%	1,398
5162.00	95.7%	1,322
5163.00	92.5%	1,643
5164.00	89.9%	1,839
5165.00	63.0%	1,561
5166.00	97.4%	2,345

5167.00	95.2%	2,752
5168.00	95.4%	1,797
5169.00	91.8%	2,179
5170.00	68.0%	2,289
5171.00	80.7%	1,308
5172.00	76.1%	2,915
5174.00	72.6%	504
5175.00	83.6%	2,604
5176.00	93.2%	1,727
5177.00	100.0%	27
5178.00	95.6%	1,897
5180.00	65.6%	1,890
5181.00	96.2%	265
5185.00	77.3%	2,100
5186.00	92.8%	1,490
5188.00	98.9%	1,861
5203.00	59.8%	2,188
5204.00	58.9%	1,771
5205.00	94.1%	1,791
5206.00	72.1%	2,331
5207.00	74.5%	1,747
5208.00	61.6%	1,104
5213.00	83.2%	949
5215.00	72.1%	1,971
5218.00	100.0%	194
5219.00	76.1%	3,153

5220.00	86.2%	1,725
5221.00	94.8%	1,888
5222.00	88.6%	1,347
5223.00	96.4%	2,600
5224.00	92.8%	1,638
5236.00	65.7%	1,124
5247.00	99.0%	5,282
5248.00	96.5%	3,637
5251.00	98.5%	1,836
5252.00	95.4%	2,030
5253.00	99.3%	824
5254.00	68.4%	3,179
5255.00	69.5%	1,780
5265.00	96.9%	3,413
5301.00	97.6%	4,172
5302.00	83.2%	5,228
5303.00	96.7%	2,790
5304.00	97.3%	2,194
5305.00	95.3%	2,965
5307.00	97.0%	3,049
5308.00	96.8%	3,491
5310.00	95.5%	1,606
5311.00	91.7%	1,965
5312.00	93.8%	3,507
5313.00	97.4%	1,953
5315.00	95.6%	4,544

5316.00	98.5%	2,720
5317.00	96.1%	2,717
5318.00	98.7%	3,550
5319.00	96.9%	2,152
5322.00	96.7%	2,189
5323.00	80.9%	1,459
5324.00	92.0%	2,514
5325.00	92.4%	2,889
5326.00	80.3%	3,423
5327.00	94.9%	1,835
5330.00	95.1%	2,552
5331.00	95.2%	2,529
5332.00	96.8%	3,047
5333.00	93.6%	3,037
5334.00	97.2%	4,631
5335.00	96.9%	2,004
5336.00	97.3%	4,062
5337.00	99.7%	1,888
5341.00	94.9%	2,939
5342.00	97.6%	5,995
5343.00	97.5%	2,544
5344.00	94.6%	3,179
5345.00	94.5%	1,767
5346.00	97.3%	2,985
5347.00	94.4%	3,815
5350.00	92.4%	3,822

5351.00	98.0%	2,760
5352.00	98.1%	3,466
5353.00	95.6%	4,889
5354.00	96.4%	2,066
5355.00	94.4%	3,545
5356.00	93.1%	3,671
5357.00	97.2%	2,116
5361.00	96.1%	5,300
5362.00	97.1%	2,381
5363.00	96.8%	4,888
5364.00	97.2%	4,253
5366.00	98.6%	4,484
5367.00	96.9%	1,851
5368.00	97.8%	2,137
5369.00	94.7%	4,305
5370.00	95.5%	4,666
5371.00	89.3%	3,045
5372.00	96.1%	1,553
5373.00	95.6%	4,210
5375.00	98.1%	3,866
5376.00	96.2%	3,900
5377.00	95.8%	4,279
5378.00	93.4%	2,858
5381.00	83.3%	2,403
5382.00	81.4%	2,177
5383.00	88.9%	3,458

5384.00	86.5%	3,952
5385.00	95.7%	6,086
5386.00	97.9%	5,630
5387.00	96.8%	4,012
5388.00	92.6%	1,678
5389.00	97.4%	3,663
5390.00	98.2%	3,481
5391.00	97.4%	2,151
5392.00	94.0%	5,235
5393.00	96.4%	4,117
5394.00	95.0%	3,979
5395.00	94.9%	3,138
5396.00	96.9%	3,549
5397.00	94.4%	2,180
5401.00	94.9%	4,212
5402.00	95.7%	4,996
5403.00	98.2%	4,521
5404.00	92.5%	3,414
5405.00	94.2%	3,994
5406.00	93.9%	4,194
5407.00	92.3%	4,459
5408.00	97.0%	2,734
5409.00	94.9%	4,066
5411.00	93.3%	5,477
5412.00	85.7%	3,354
5413.00	50.8%	2,791

5414.00	71.8%	3,185
5415.00	89.0%	4,559
5417.00	91.8%	2,496
5418.00	54.1%	2,664
5421.00	95.9%	5,256
5422.00	93.9%	4,731
5423.00	94.7%	2,957
5424.00	96.1%	3,358
5425.00	90.5%	2,866
5426.00	95.9%	3,802
5427.00	93.3%	1,558
5428.00	95.7%	2,921
5429.00	87.9%	3,884
5430.00	80.3%	2,237
5431.00	84.2%	2,831
5432.00	90.7%	3,419
5434.00	91.7%	4,078
5435.00	84.9%	2,588
5436.00	78.1%	3,254
5437.00	88.9%	3,445
5438.00	75.2%	2,182
5439.00	71.0%	1,481
5440.00	66.3%	2,735
5441.00	81.8%	2,594
5442.00	73.3%	3,952
5443.00	50.1%	3,352

5451.00	87.8%	2,623
5452.00	97.0%	5,071
5453.00	95.1%	3,430
5454.00	83.0%	722
5455.00	55.6%	4,589
5460.00	86.5%	5,178
5461.00	69.5%	5,072
5463.00	70.7%	1,945
5464.00	88.5%	1,734
5466.00	89.3%	2,837
5467.00	91.5%	4,097
5468.00	94.8%	4,636
5469.00	94.7%	1,404
5527.00	65.8%	743
5530.00	88.4%	1,697
5531.00	92.8%	2,708
5532.00	96.1%	1,749
5533.00	96.8%	2,022
5534.00	96.2%	1,932
5536.00	91.5%	3,446
5538.00	93.5%	3,192
5554.00	50.7%	3,040
5704.00	55.8%	5,942
5705.00	65.9%	4,227
5706.00	97.3%	2,656
5708.00	91.6%	3,879

5709.00	92.9%	3,111
5710.00	84.1%	2,766
5793.00	97.9%	3,081
5796.00	95.4%	3,756
5856.00	78.3%	2,383
5860.00	56.0%	25

Majority-Non-Hispanic White Tracts as Defined by 2000 Census

Census Tract	Percent White	Total Tract Pop
5016.00	56.7%	2,137
5017.00	53.8%	2,813
5201.00	65.3%	173
5261.00	58.4%	2,814
5456.00	58.7%	5,022
5457.00	65.6%	2,633
5458.00	64.6%	5,142
5462.00	77.9%	2,928
5501.00	93.2%	4,163
5502.00	87.4%	4,679
5503.00	95.3%	3,601
5504.00	93.0%	1,661
5505.00	96.5%	4,009
5506.00	96.2%	2,717
5507.00	96.4%	5,536
5508.00	96.4%	1,511

5509.00	92.5%	2,743
5511.00	97.3%	5,211
5512.00	94.4%	4,075
5513.00	90.4%	3,910
5514.00	75.4%	4,193
5515.00	90.5%	2,336
5516.00	87.7%	3,815
5517.00	93.7%	3,754
5518.00	95.2%	4,040
5520.00	72.6%	2,731
5521.00	59.4%	4,877
5522.00	75.4%	3,742
5523.00	70.0%	3,661
5526.00	54.1%	4,535
5541.00	89.3%	4,475
5542.00	92.9%	3,476
5543.00	94.1%	5,617
5544.00	92.5%	3,717
5545.00	88.6%	3,171
5546.00	94.8%	4,016
5548.00	72.4%	3,815
5549.00	84.7%	3,400
5551.00	93.0%	4,757
5553.00	84.3%	3,492
5555.00	83.7%	3,072
5556.00	96.2%	2,793

5561.00	91.3%	3,803
5562.00	88.6%	2,931
5563.00	94.3%	2,968
5564.00	89.9%	4,606
5565.00	93.8%	2,182
5566.00	96.1%	3,820
5567.00	93.2%	2,663
5568.00	96.7%	1,909
5569.00	92.8%	3,759
5570.00	88.7%	3,179
5571.00	90.8%	2,684
5572.00	95.5%	2,088
5573.00	96.8%	2,074
5574.00	98.4%	3,584
5575.00	95.1%	4,139
5576.00	93.4%	3,506
5577.00	95.6%	4,784
5579.00	95.7%	5,505
5580.00	95.8%	4,552
5581.00	95.9%	3,746
5582.00	94.1%	4,467
5583.00	93.8%	1,994
5584.00	93.5%	3,718
5585.00	95.1%	4,157
5586.00	94.4%	2,093
5587.00	93.8%	2,940

5588.00	97.0%	2,929
5589.00	94.0%	1,982
5590.00	95.6%	2,833
5591.00	94.4%	2,866
5592.00	94.0%	2,084
5601.00	96.1%	3,107
5603.00	82.3%	4,030
5604.00	95.0%	6,323
5607.00	92.6%	4,418
5616.00	94.8%	4,059
5617.00	74.7%	2,924
5619.00	89.2%	5,978
5623.00	92.5%	1,958
5624.00	94.6%	5,582
5625.00	94.9%	2,289
5626.00	93.6%	3,343
5627.00	96.5%	3,538
5628.00	94.0%	3,642
5629.00	93.9%	3,507
5632.00	74.6%	3,686
5633.00	81.1%	3,048
5634.00	89.5%	5,284
5635.00	85.2%	6,642
5636.00	83.2%	2,226
5637.00	79.7%	1,727
5638.00	89.2%	3,117

5639.00	80.4%	2,545
5640.00	84.2%	1,535
5641.00	77.5%	3,701
5642.00	86.4%	4,033
5643.00	88.7%	2,538
5644.00	80.1%	4,871
5645.00	77.8%	9,952
5646.00	81.8%	6,070
5647.00	73.7%	4,606
5648.00	84.7%	4,466
5649.00	89.2%	1,870
5650.00	83.2%	4,393
5651.00	84.5%	2,439
5652.00	75.8%	5,362
5653.00	75.2%	5,071
5654.00	74.7%	5,220
5655.00	94.2%	1,037
5656.00	93.9%	2,640
5658.00	92.2%	4,255
5659.00	88.5%	2,698
5664.00	77.6%	1,278
5665.00	86.4%	2,479
5666.00	76.4%	2,237
5667.00	91.6%	4,223
5668.00	88.2%	3,202
5669.00	77.7%	5,630

5670.00	56.0%	3,557
5671.00	88.8%	4,032
5672.00	88.6%	6,893
5673.00	89.8%	4,779
5674.00	94.3%	3,016
5678.00	89.9%	5,143
5679.00	92.7%	3,102
5680.00	89.7%	2,334
5682.00	93.1%	4,159
5683.00	91.0%	4,319
5684.00	93.9%	3,906
5685.00	88.1%	5,546
5687.00	79.0%	3,729
5691.00	95.8%	2,659
5692.00	97.1%	3,037
5693.00	94.0%	4,050
5694.00	94.5%	3,183
5695.00	96.8%	3,113
5696.00	96.2%	3,897
5697.00	95.0%	4,684
5698.00	93.3%	2,680
5699.00	90.7%	2,744
5702.00	59.7%	3,078
5715.00	82.1%	4,184
5716.00	87.9%	1,651
5717.00	81.2%	2,297

5718.00	93.4%	3,092
5719.00	87.9%	3,105
5720.00	88.2%	1,756
5721.00	92.2%	6,084
5724.00	92.9%	1,414
5725.00	84.8%	1,985
5726.00	88.6%	5,486
5727.00	93.3%	4,947
5728.00	93.0%	6,062
5729.00	93.0%	2,770
5730.00	91.3%	3,011
5731.00	77.2%	4,202
5733.00	77.9%	3,705
5734.00	84.7%	4,531
5735.00	70.0%	5,214
5736.00	71.7%	6,975
5737.00	75.5%	8,403
5738.00	80.0%	5,560
5739.00	79.4%	5,011
5740.00	76.1%	5,617
5741.00	86.8%	3,307
5742.00	80.4%	2,495
5743.00	79.6%	2,581
5744.00	83.8%	764
5745.00	94.6%	3,157
5746.00	94.5%	4,901

5747.00	94.7%	4,388
5748.00	96.4%	4,327
5749.00	88.2%	1,893
5750.00	93.0%	4,626
5751.00	93.9%	2,819
5752.00	89.8%	4,511
5753.00	95.7%	3,788
5754.00	91.4%	3,416
5755.00	91.9%	4,110
5756.00	90.6%	1,676
5760.00	81.1%	1,900
5761.00	90.4%	6,305
5762.00	96.1%	2,737
5763.00	91.9%	2,460
5764.00	95.0%	3,967
5765.00	93.7%	4,055
5767.00	90.6%	3,576
5770.00	75.9%	4,242
5771.00	84.7%	3,158
5772.00	85.6%	3,614
5773.00	89.7%	3,400
5774.00	90.2%	3,743
5775.00	92.3%	3,536
5776.00	94.6%	4,024
5777.00	93.9%	2,406
5778.00	92.7%	5,042

5779.00	93.3%	4,144
5780.00	89.8%	2,699
5785.00	84.3%	5,028
5786.00	76.8%	5,707
5791.00	69.4%	2,777
5792.00	73.6%	4,059
5795.00	76.2%	2,079
5797.00	62.7%	3,212
5798.00	73.0%	2,182
5801.00	92.2%	2,463
5802.00	91.9%	3,223
5803.00	93.7%	2,934
5804.00	97.9%	2,743
5805.00	93.7%	3,084
5806.00	95.9%	3,334
5807.00	94.5%	4,112
5808.00	92.7%	1,785
5809.00	95.2%	4,328
5811.00	83.4%	3,997
5812.00	89.4%	3,588
5815.00	93.9%	2,395
5816.00	90.5%	4,913
5818.00	93.8%	2,943
5819.00	91.7%	4,910
5820.00	83.8%	3,115
5821.00	95.0%	4,275

5830.00	91.8%	2,864
5831.00	93.7%	4,471
5833.00	94.0%	2,796
5834.00	94.1%	5,348
5835.00	94.9%	2,997
5836.00	91.5%	2,850
5837.00	93.9%	3,595
5838.00	90.2%	4,658
5839.00	79.4%	3,960
5840.00	76.4%	4,568
5841.00	94.0%	2,034
5842.00	79.5%	3,550
5843.00	83.0%	1,898
5844.00	87.7%	3,101
5845.00	85.2%	2,252
5846.00	71.3%	2,055
5847.00	88.8%	2,925
5855.00	87.8%	2,515
5857.00	65.3%	1,987
5858.00	55.0%	3,999
5859.00	67.9%	3,329
5862.00	66.6%	6,609
5863.00	94.5%	2,132
5870.00	86.2%	4,002
5879.00	74.3%	3,838
5880.00	75.5%	5,323

5881.00	85.5%	2,556
5882.00	71.0%	3,355
5883.00	91.4%	4,851
5884.00	90.1%	3,631
5893.00	81.4%	4,481
5894.00	83.8%	7,375
5904.00	94.3%	6,091
5905.00	92.8%	6,029
5906.00	98.5%	1,617
5915.00	79.6%	5,866
5916.00	87.7%	1,088
5917.00	87.3%	4,715
5918.00	83.5%	4,472
5919.00	94.5%	4,886
5930.00	93.4%	5,133
5932.00	90.0%	3,919
5933.00	87.0%	3,478
5940.00	94.0%	2,828
5941.00	95.8%	4,518
5942.00	94.7%	2,740
5943.00	96.0%	3,480
5944.00	94.5%	2,576
5945.00	94.9%	3,442
5950.00	95.6%	4,261
5951.00	89.4%	5,849
5952.00	92.2%	3,162

5961.00	95.3%	3,944
5962.00	90.4%	4,393
5963.00	97.7%	2,557
5970.00	96.0%	4,264
5980.00	92.5%	3,442
5990.00	91.4%	3,839
5991.00	94.0%	4,649

Exhibit B

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	Case No. 11-11979
)	Hon. Lawrence P. Zatkoff
v.)	Magistrate Judge Laurie J. Michelson
)	
CITIZENS REPUBLIC BANCORP, INC.)	
AND CITIZENS BANK,)	
)	
Defendants.)	
_____)	

STIPULATED NOTICE OF DISMISSAL

The parties, through their undersigned attorneys, having settled this action pursuant to the attached Settlement Agreement, hereby agree to dismiss this case with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii). The parties further stipulate that each party shall bear its own costs and attorneys' fees.

Respectfully submitted,

For the United States:

s/Judith E. Levy
JUDITH E. LEVY
Assistant United States Attorney
Chief, Civil Rights Unit
Eastern District of Michigan
211 West Fort Street, Ste. 2001
Detroit, Michigan 48226
Tel.: (313) 226-9727
Fax: (313) 226-3271
20530Judith.Levy@usdoj.gov

s/Steven H. Rosenbaum
STEVEN H. ROSENBAUM, Chief
DONNA M. MURPHY, Principal Deputy Chief
COTY R. MILLER, Trial Attorney
United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Avenue, N.W. G St.
Washington, DC
Tel.: (202) 305-012
Fax: (202) 514-1116
Coty.Miller@usdoj.gov

For Citizens Republic Bancorp, Inc. and
Citizens Bank:

s/Gregory N. Blase w/ consent_____

PAUL F. HANCOCK

MELANIE H. BRODY

MELISSA SANCHEZ MALPASS

GREGORY N. BLASE (P66079)

K&L Gates LLP

Wachovia Financial Center

200 South Biscayne Boulevard, Ste. 3900

Miami, Florida 33131

CERTIFICATE OF SERVICE

I hereby certify that on June 23, 2011, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to the following:

Gregory N. Blase

s/Judith E. Levy
Assistant United States Attorney
211 W. Fort Street, Suite 2001
Detroit, Michigan 48226
Phone: (313) 226-9139
E-mail: judith.levy@usdoj.gov