
Section 1: 8-K (8-K)

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) October 15, 2007



TCF FINANCIAL CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

001-10253

(Commission File Number)

41-1591444

(I.R.S. Employer Identification No.)

200 Lake Street East, Mail Code EX0-03-A, Wayzata, Minnesota 55391-1693

(Address of principal executive offices)

(Zip Code)

(952) 745-2760

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 17, 2007, TCF Financial Corporation ("TCF") entered into the amended and restated agreements referenced below, as approved at a meeting of an independent sub-committee of the Compensation Committee of the Board of Directors held on October 15, 2007. Substantially all of

the modifications contained in the amended and restated agreements identified below were made so that the payments provided for under such agreements are either exempt from or constitute permissible payments under Section 409A of the Internal Revenue Code:

- An employment agreement and change in control agreement with Lynn A. Nagorske, Chief Executive Officer of TCF, effective January 1, 2008. At that date the amended and restated agreements will supersede the existing agreements which continue in effect through December 31, 2007. Mr. Nagorske's employment agreement provides for an initial term of one year with automatic one-year term renewals thereafter unless either Mr. Nagorske or TCF elects not to renew. The employment agreement provides for severance pay if Mr. Nagorske terminates his employment for good reason or if his employment is terminated by TCF without cause, and also includes non-competition and non-solicitation covenants. In the event of termination of Mr. Nagorske's employment in connection with a change in control, the change in control agreement provides him with severance pay and certain other benefits. Attached hereto and incorporated herein by reference as Exhibits 10(e)-6 and 10(g)-4 are Mr. Nagorske's amended and restated employment agreement and the change in control agreement, respectively.
- An employment agreement and change in control agreement with Neil W. Brown, President and Chief Operating Officer of TCF, effective January 1, 2008. At that date the amended and restated agreements will supersede the existing agreements which continue in effect through December 31, 2007. The initial term of his employment agreement is one year (followed by one-year automatic renewals unless either Mr. Brown or TCF elects not to renew). The agreements include non-competition and non-solicitation covenants. In the event of termination of Mr. Brown's employment in connection with a change in control, the change in control agreement provides him with severance pay and certain other benefits. Attached hereto and incorporated herein by reference as Exhibits 10(e)-7 and 10(g)-5 are Mr. Brown's amended and restated employment agreement and change in control agreement, respectively.
- Employment agreements and change in control agreements with Timothy B. Bailey, Candace H. Lex, Gregory J. Pulles and Earl D. Stratton, effective January 1, 2008. At that date the amended and restated agreements will supersede the existing agreements which continue in effect through December 31, 2007. The new agreements are similar to the employment agreement and change in control agreement entered into with Mr. Brown and substantially in the form attached hereto and incorporated herein by reference as Exhibit 10(e)-8 and 10(g)-6.
- An employment agreement with Craig Dahl, effective January 1, 2008. At that date the amended and restated agreement will supersede the existing agreement which continues in effect through December 31, 2007. The initial term of his agreement is one year (followed by one-year automatic renewals unless Mr. Dahl or TCF elects not to renew). The agreement provides for severance pay if Mr. Dahl is terminated by TCF without cause or in the event of a change in control followed by termination of employment by

the executive for good reason. Mr. Dahl's employment agreement is attached hereto and incorporated herein by reference as Exhibit 10(e)-9.

- Change in control and non-solicitation agreements with Tom Jasper, Mark Jeter, Wayne Marty, Tim Meyer, and Mark Rhode, effective January 1, 2008. At that date the amended and restated agreements will supersede the existing agreements which continue in effect through December 31, 2007. The agreements provide for severance pay in the event of termination of their employment by TCF after a change in control and non-solicitation covenants. Each substantially in the form attached hereto and incorporated herein by reference as Exhibit 10(g)-7.

In addition, on October 17, 2007, TCF entered into a new change in control and non-solicitation agreement with Robert F. Grant, substantially in the form entered into with other executives and attached hereto and incorporated herein by reference as Exhibit 10(g)-7.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The New York Stock Exchange adopted Rule 501.00 requiring all listed companies to convert to a direct registration (book entry) system for their shares by January 1, 2008. On October 15, 2007, Article V Section 1 of the Bylaws of TCF was amended to authorize such a system. The text of the amendment is attached hereto as Exhibit 3(b)-3.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits.

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---------------------------------------------------------------------------------------------------------------|
| 3(b)-3# | Amendment to the Bylaws of TCF Financial Corporation |
| 10(e)-6# | Employment Agreement between Lynn A. Nagorske and TCF Financial Corporation effective January 1, 2008. |
| 10(e)-7# | Employment Agreement between Neil W. Brown and TCF Financial Corporation effective January 1, 2008. |
| 10(e)-8# | Form of Employment Agreement as executed by certain executives effective January 1, 2008. |
| 10(e)-9# | Employment Agreement between Craig Dahl and TCF Financial Corporation effective January 1, 2008. |
| 10(g)-4# | Change in Control Agreement between Lynn A. Nagorske and TCF Financial Corporation effective January 1, 2008. |
| 10(g)-5# | Change in Control Agreement between Neil W. Brown and |

10(g)-6# TCF Financial Corporation effective January 1, 2008.
Form of Change in Control Agreement as executed by certain
executives effective January 1, 2008.
10(g)-7# Form of Change in Control and Non-Solicitation Agreement as
executed by certain Senior Officers effective January 1, 2008.

Filed herein

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TCF FINANCIAL CORPORATION

Registrant

By /s/ Gregory J. Pulles
Gregory J. Pulles
Vice Chairman, General Counsel,
Secretary and Director

Dated: October 19, 2007

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Section 2: EX-3.(B)3 (EX-3.(B)3)

Exhibit 3(b)-3

SECRETARIAL CERTIFICATION
BOARD OF DIRECTORS
OF
TCF FINANCIAL CORPORATION

October 15, 2007

RE: Amendment of the Bylaws to Authorize Direct Registration of Shares

WHEREAS, this Board has authority under Article 11 of the Restated Certificate of Incorporation to amend the Bylaws; and

WHEREAS, the New York Stock Exchange ("NYSE") has adopted Rule 501.00 requiring all listed companies to convert to a direct registration (book entry) system for their shares by January 1, 2008 and the Board wishes to amend the Bylaws to authorize such a direct registration system;

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that Article V, Section 1 ("Stock Certificates") of the Restated Bylaws is hereby amended to read as follows:

ARTICLE V - STOCK CERTIFICATES, UNCERTIFICATED SHARES AND THEIR TRANSFER

SECTION 1. STOCK CERTIFICATES, UNCERTIFICATED SHARES. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the Chairman or Vice Chairman of the Board or the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him or her in the Corporation. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences, and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restriction of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the General Corporation Law of the State of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Shares of the Corporation's capital stock may also be evidenced by registration in the holder's name in uncertificated, book-entry form on the books of the Corporation in accordance with a direct registration system approved by the Securities and Exchange Commission and by any securities exchange on which the stock of the Corporation may from time to time be traded.

Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this section or §§ 156, 202(a) or 218(a) of the General Corporation Law of the State of Delaware or with respect to this section a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated stock and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

Dated: October 17, 2007

(Corporate Seal)

/s/ Gregory J. Pulles
Gregory J. Pulles, Secretary

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Section 3: EX-10.(E)6 (EX-10.(E)6)

Exhibit 10(e)-6

TCF CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into as of January 1, 2008 between TCF FINANCIAL CORPORATION, a Delaware corporation (the "Company"), and Lynn A. Nagorske, Chief Executive Officer, (the "Executive") as amendment and restatement of the prior agreement dated January 1, 2006.

RECITALS:

WHEREAS, the Company and Executive have previously executed an agreement (the "Prior Agreement");

WHEREAS, the Executive and the Company are contemporaneously with the execution and delivery of this Agreement entering into a new Change in Control Agreement (the "CIC Agreement");

WHEREAS, as a result of the enactment of Internal Revenue Code ("IRC") § 409A, the Company and the Executive desire to amend the Agreement in order to insure that payments under this Agreement qualify for the Short Term Deferral and/or the Separation Pay Plan exception outlined in Treas. Reg. § 1.409A-1(b)(4) and § 1.409A-1(b)(9), respectively, or are "permissible payments" under Treas. Reg. § 1.409A-3, and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the CIC Agreement, the parties hereby agree as follows:

1. Employment and Duties. The parties hereby agree that, during the term of this Agreement as set forth in paragraph 2 below, the Executive shall be employed as Chief Executive Officer of the Company with overall charge and responsibility for the business and affairs of the Company and the Executive's powers and authority shall be superior to those of any other officer or employee of the Company or its subsidiaries. If elected, Executive also agrees to serve as Chairman of the Board of Directors of the Company. In discharging such duties and responsibilities, the Executive may also serve as an executive officer and/or director of any direct or indirect subsidiary of the Company (collectively the "TCF Subsidiaries"). During the term of this Agreement, the Executive shall apply on a full-time basis (allowing for usual vacations and sick leave) all of his skill and experience to the performance of his duties in his positions with the Company and the TCF Subsidiaries. It is understood that the Executive may have other business investments and participate in other business ventures which may, from time to time, require minor portions of his time, but which shall not interfere or be inconsistent with his duties under this Agreement. The Executive shall perform his duties at the Company's principal executive offices in Wayzata, Minnesota or at such other location as may be mutually agreed upon by the Executive and the Company; provided that the Executive shall travel to other

locations at such times as may be necessary for the performance of his duties under this Agreement.

2. Term of Employment. Unless sooner terminated as provided in paragraph 4 below, the term of this Agreement shall commence on the date hereof and shall continue through December 31, 2008; provided that the term shall be automatically extended for one year on each

January 1st commencing January 1, 2009 unless either party gives written notice of non-renewal to the other six months prior to the date on which the automatic extension would be effective.

3. Compensation and Benefits. During the term of this Agreement, the Executive shall be entitled to the following compensation and benefits:

(a) Base Salary. As compensation for the Executive's services, the Executive shall be paid a base salary at a minimum annual rate of \$700,000 payable in accordance with the Company's customary payroll policy, which salary shall be reviewed and may be increased from time to time at the discretion of the Board of Directors (the "Base Salary"); provided that the amount of the Base Salary shall not be reduced after it has been increased by the Board of Directors without the Executive's written consent.

(b) Bonus. The Executive shall, in addition to the Base Salary, also be entitled to an annual bonus opportunity (the "Annual Bonus") based on the achievement by the Company of performance goals established by the Compensation Committee of the Company's Board of Directors. Payment of Annual Bonuses shall be made promptly but no later than 2 ½ months after the end of the calendar year which bonus was earned.

(c) Stock Incentives. The Executive shall be eligible to receive stock options, restricted stock and stock appreciation rights under any stock based plan from time to time adopted by the Company (the "Stock Plans"), at least on the same basis as other executive officers of the Company as from time to time determined by the Board of Directors or Compensation Committee of the Company.

(d) Reimbursement of Expenses. The Company shall reimburse the Executive for all business expenses properly documented, including without limitation, the Executive's legal fees incurred in the preparation of this Agreement. Any such payments shall be made no later than 2 ½ months after the end of the calendar year in which the expense was incurred.

(e) Automobile. The Company shall provide to Executive, in accordance with the Company's practice from time to time for senior executives, with the use of a full-size automobile and all related expenses associated therewith.

(f) Other Benefits. The Executive shall be entitled to participate and shall be included in any employee benefit plan, pension plan, supplemental employee retirement plan, fringe benefit programs or similar plan of the Company now existing or established hereafter to the extent that he is eligible under the general provisions thereof.

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(g) Perquisites. The Executive shall be entitled to such perquisites as are approved annually by the Compensation Committee of the Board of Directors. Payment of perquisites, if any, shall be made no later than 2 ½ months after the end of the calendar year in which the Executive was entitled to such payments.

(h) Return of Compensation under Section 304 of the Sarbanes-Oxley Act. Notwithstanding anything in this Agreement to the contrary, in the event of a restatement of financial results by the Company, the Audit Committee of the Board of Directors shall determine (after reasonable notice to the Executive and an opportunity for the Executive, together with his legal counsel, to be heard before the Audit Committee) whether or not repayment of any compensation is required under Section 304 of the Sarbanes-Oxley Act. If the Audit Committee determines that such repayment is required, the Committee shall make a demand for repayment by Executive of any bonus or other incentive-based or equity-based compensation, and any profits realized from the sale of TCF stock or other TCF securities, which are required to be returned to the Company as a result of Section 304 of the Sarbanes-Oxley Act. Executive shall promptly tender such repayment unless he disputes the findings of the Audit Committee, in which case the parties shall submit the dispute to arbitration as provided in paragraph 7 of this Agreement.

4. Termination of Employment.

(a) Death, or Disability, Retirement or Voluntary Resignation. In the event of the Executive's death, or disability as defined in the Company's long term disability plan then in effect, or retirement (termination by Executive which the Compensation Committee determines is a retirement) the employment of the Executive hereunder shall terminate and the Company's obligation to make further Base Salary and Annual Bonus (to the extent not yet earned) payments hereunder shall thereupon terminate as of the end of the month in which such death or disability occurs. In the event of Executive's termination of employment without Good Reason other than a retirement ("Voluntary Resignation") the Company shall have no obligation to pay Base Salary (other than through Executive's last day of employment) and no obligation to pay any Annual Bonus after the Executive's employment termination date. The Executive's (and his beneficiaries') rights to other compensation and benefits shall be determined under the Company's benefit plans and policies applicable to Company executives then in effect.

(b) Termination for Cause by the Company. By following the procedure set forth in paragraph 4(e), the Company shall have the right to terminate the employment of the Executive for "Cause" in the event the Executive: (i) has engaged in willful and recurring misconduct in not following the legitimate directions of the Board of Directors of the Company after fair warning; (ii) has been convicted of a felony and all appeals from such conviction have been exhausted; (iii) has engaged in habitual drunkenness; (iv) has been excessively absent from work which absence is not related to disability, illness, sick leave or vacations; or (v) has engaged in continuous conflicts of interest between his personal interests and the interests of the Company after fair warning. If the employment of the Executive is terminated by the Company for Cause, the Company's obligation to make further Base Salary and Annual Bonus (to the extent not yet earned) payments hereunder shall thereupon terminate, except the Executive shall receive the Base Salary through the end of the month during which such a termination occurs. The

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Executive's rights to other compensation and benefits shall be determined under the Company's benefit plans and policies applicable to executives

of the Company then in effect.

(c) Termination for Good Reason by the Executive. By following the procedure set forth in paragraph 4(e), the Executive shall have the right to terminate the Executive's employment with the Company for "Good Reason" in the event there is: (i) any material diminution in the scope of the Executive's authority and responsibility (provided, however, in the event of any illness or injury which disables the Executive from performing the Executive's duties, the Company may reassign the Executive's duties to one or more other employees until the Executive is able to perform such duties); (ii) a material diminution in the Executive's base compensation (salary, bonus opportunity, benefits or perquisites); (iii) a material diminution in the authority, duties, responsibilities of the supervisor to whom the Executive is required to report; (iv) a material diminution in the budget over which the Executive retains authority; (v) a material change in geographic location at which the Executive must perform the services; (vi) any other action or inaction that constitutes a material breach by the Company of the Executive's employment agreement under which the Executive provides services. If the employment of the Executive is terminated by the Executive for Good Reason before a change in control as defined in the CIC Agreement ("Change in Control"), the Executive shall be entitled to the severance benefits set forth in paragraph 4(f) below, provided that the Executive's termination results in a complete cessation of services for the Company.

(d) Termination without Cause. The Company may terminate the Executive's employment without Cause prior to the expiration of the term of this Agreement. If the employment of the Executive is terminated by the Company without Cause prior to the expiration of this Agreement, before a Change in Control, the Executive shall be entitled to the severance benefits set forth in paragraph 4(f) below, provided that the Executive's termination results in a complete cessation of services for the Company.

(e) Notice and Right to Cure.

(i) Termination by Company for Cause. If the Company proposes to terminate the employment of the Executive for Cause under paragraph 4(b), the Company shall give written notice to the Executive specifying the reasons for such proposed determination with particularity and specifying a cure the Company deems appropriate, and, in the case of a termination for Cause under paragraphs 4(b)(i) (including any breach of the provisions of paragraph 5 below), (iii) or (iv), or (v) the Executive shall have a reasonable opportunity to correct any curable situation to the reasonable satisfaction of the Board of Directors of the Company, which period shall be no less than fifteen (15) days from the Executive's receipt of the notice of proposed termination. Notwithstanding the foregoing, the Executive's employment shall not be terminated for Cause unless and until there shall be delivered to the Executive a copy of the resolution duly adopted by the affirmative vote of not less than the majority of the members of the Board of Directors of the Company at a meeting called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his legal counsel, to be

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heard before the Board of Directors) finding that, in the opinion of the Company's Board of Directors, the Executive has engaged in conduct justifying a termination for Cause.

(ii) Termination by Executive for Good Reason. In the event the Executive proposes to terminate his employment for Good Reason under paragraph (4)(c) above, the Executive shall first provide written notice to the Company of the existence of the condition described as Good Reason in paragraph 4(c) above not less than 90 days after the initial existence of the condition. The Company will have an opportunity to correct any curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than thirty (30) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within thirty (30) days after the expiration of the time so fixed within which to correct such situation (but not more than two years after the initial existence of the Good Reason), give written notice to the Company that his employment is terminated for Good Reason effective forthwith.

(f) Severance Benefits. If the Executive is entitled to severance benefits under this paragraph 4(f) pursuant to paragraph 4(c) or (d), the Executive shall be provided with the following benefits:

(i) Base Salary and Annual Bonus. The Company shall pay the Executive, no later than 30 days after Executive's termination of employment, in a single sum, an amount equal to three times the sum of (x) the Executive's annual salary at the time of termination of employment; and (y) the average Annual Bonus paid or payable to Executive in respect of the three calendar years immediately preceding the year in which termination of employment occurs. In the event Executive's termination occurs after the end of a calendar year, but before a bonus earned in that calendar year has been paid, the Company shall pay such bonus to Executive in addition to the amount otherwise payable under this paragraph (i) promptly but no later than 2 ½ months after the end of the calendar year in which bonus was earned.

(ii) Medical and Other Benefits Continuation. Executive shall be entitled to continuation of Company medical coverage for the full period provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") at Company expense. If eligible, Executive shall participate in retiree medical coverage of the Company on the same terms and conditions as apply to TCF employees generally. Executive shall also be entitled to continuation of all other benefits after employment termination as provided by the benefit plans or by law; provided that, if Executive obtains new employment with comparable benefits during the applicable continuation period, all entitlements under this paragraph shall cease. Nothing in this paragraph shall be construed as providing Executive with coverage under any plan of Employer to which Executive would not otherwise be entitled and in the event any coverage is unavailable, e.g. if Executive is uninsurable, Employer's obligations under this paragraph may be satisfied by paying to the Executive the cost of such coverage if it were available, as determined in good faith by the Company.

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(iii) Stock Incentives. Executive shall be entitled to such vesting or other benefits as are provided by the award agreement pertaining thereto.

(g) Benefits in Lieu of Severance Pay Policy. The severance benefits provided for in this paragraph 4 are in lieu of any benefits that would otherwise be provided to the Executive under the Company's severance pay policy and the Executive shall not be entitled to any benefits under the Company's severance pay policy.

(h) No Funding of Severance. Nothing contained in this Agreement or otherwise shall require the Company to segregate, earmark or otherwise set aside any funds or other assets to provide for any payments required to be made under this paragraph 4 and the rights of the Executive to the severance benefits hereunder shall be solely those of a general, unsecured creditor of the Company. However, the Company may, in its discretion, deposit cash or property, or a combination of both, equal in value to all or a portion of the amounts anticipated to be payable hereunder into a trust, the assets of which are to be distributed at such times as determined by the trustee of such trust; provided that such assets shall be subject at all times to the rights of the Company's general creditors.

(i) Termination after Change in Control. Upon or within six months before or twenty-four months after a Change in Control, if the employment of the Executive ends under circumstances entitling Executive to benefits or payments under the CIC Agreement, the Executive shall be entitled to the greater of the benefits provided under the CIC Agreement and the benefits provided by this Agreement, but in no event shall there be double payment under the CIC Agreement and this Agreement.

(j) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement are intended to be either exempt from or to constitute permissible payments under IRC § 409A and the regulations thereunder.

5. Covenant Not to Compete; Non-Solicitation Covenant.

(a) Covenant Not to Compete. While Executive is actively employed by the Company and, in the event of a termination of employment other than (i) a termination by the Company without Cause, (ii) a termination by the Executive for Good Reason or (iii) a termination for any reason within 6 months before or 24 months after a Change in Control, for a period of one year after such termination of the Executive's employment, the Executive agrees that he will not directly or indirectly substantially compete with the Company or the TCF Subsidiaries. The Executive shall be deemed to be substantially competing with the Company and the TCF Subsidiaries if, without the prior written approval of the Board of Directors of the Company, he becomes an officer, employee, agent, partner, director or owner of a ten (10) percent or greater equity interest of any company (or its affiliated companies) which engages in any types of business in which the Company or the TCF Subsidiaries are engaged at the time of employment termination and such competing entity operates within a 50 mile radius of any location operated by the Company or any TCF Subsidiary.

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(b) Non-Solicitation Covenant. While the Executive is actively employed with the Company and, in the event of a termination of employment by the Company or the Executive for any reason prior to a Change in Control, for a period of one year after the Executive's termination of employment, the Executive agrees that, except with the prior written permission of the Board of Directors of the Company, he will not offer to hire, entice away, or in any manner attempt to persuade any officer, employee, or agent of the Company or any of the TCF subsidiaries to discontinue his or her relationship with the Company or any of the TCF Subsidiaries nor will he directly or indirectly solicit, divert, take away or attempt to solicit any business of the Company or any of its subsidiaries as to which Executive has acquired any knowledge during the term of his employment with the Company.

(c) Remedies. If the Executive commits a breach, or threatens to commit a breach, of any of the provisions of this paragraph 5, the Company shall have the following rights and remedies, in addition to any rights and remedies otherwise available at law or equity after the Company has notified the Executive of the specific conduct or threatened conflict which it deems in violation of this paragraph 5 and given the Executive a reasonable opportunity to cease and desist:

(i) The right and remedy to have the provisions of this paragraph 5 specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed by the Executive that any such breach or threatened breach will cause irreparable injury to the Company and the TCF Subsidiaries and that money damages will not provide an adequate remedy to the Company and the TCF Subsidiaries; and

(ii) The right and remedy to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments, or other benefits, other than those payable under this Agreement, derived or received by the Executive or the enterprise in competition with the Company or any of the TCF Subsidiaries as the result of any transactions constituting a breach of any part of this paragraph 5, and Executive agrees to account for and pay over to the Company such amounts promptly upon demand therefore.

6. Beneficiaries. In the event of the Executive's death after his termination of employment, any amount or benefit payable or distributable to him pursuant to this Agreement shall be paid to the beneficiary designated by the Executive for such purpose in the last written instrument received by the Company prior to the Executive's death, if any, or, if no beneficiary has been designated, to the Executive's estate, but such designation shall not be deemed to supersede any beneficiary designation under any benefit plan of the Company. Whenever this Agreement provides for the written designation of a beneficiary or beneficiaries of the Executive, the Executive shall have the right to revoke such designation and to redesignate a beneficiary or beneficiaries by written notice to either the Company to such effect, except to the extent, if any restricted by law.

7. Rights in the Event of Dispute. In the event of a dispute between the Company and the Executive regarding his employment or this Agreement, it is the intention of this Agreement that the dispute shall be resolved as expeditiously as possible, consistent with fairness

to both sides, and that during pendency of the dispute the Executive and the Company shall be on equal footing, as follows:

(a) **Arbitration.** Any claim or dispute relating to the Executive's employment or terms and performance of this Agreement, shall be resolved by binding private arbitration before three arbitrators and any award rendered by any arbitration panel, or a majority thereof, may be filed and a judgment obtained in any court having jurisdiction over the parties unless the relief granted in the award is delivered within ten (10) days of the award. Either party may request arbitration by written notice to the other party. Within thirty (30) days of receipt of such notice by the opposing party, each party shall appoint a disinterested arbitrator and the two arbitrators selected thereby shall appoint a third neutral arbitrator; in the event the two arbitrators cannot agree upon the third arbitrator within ten (10) days after their appointment, then the neutral arbitrator shall be appointed by the Chief Judge of Hennepin County (Minnesota) District Court. Any arbitration proceeding conducted hereunder shall be in the City of Minneapolis and shall follow the procedures set forth in the Rules of Commercial Arbitration of the American Arbitration Association, and both sides shall cooperate in as expeditious a resolution of the proceeding as is reasonable under the circumstances. The arbitration panel shall have the power to enter any relief it deems fair and just on any claim, including interim and final equitable relief, along with any procedural order that is reasonable under the circumstances.

(b) **Expenses of Prosecution/Defense of Claim.** During the pendency of a dispute between the Company and the Executive relating to the Executive's employment or the terms or performance under this Agreement, the Company shall promptly pay the Executive's reasonable expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim for expenses of representation shall be submitted by the Executive or any person acting on his behalf unless made in writing to the Board of Directors within 90 days after receipt of billing for such representation. Any such payment shall be made promptly, and in any event no later than the end of the calendar year following the year in which the expense was incurred.

8. **No Obligation to Mitigate Damages.** In the event the Executive becomes eligible to receive compensation or benefits subsequent to the termination of his employment under this Agreement, the Executive shall have no obligation to seek other employment in an effort to mitigate damages. To the extent the Executive shall accept other employment after his termination of employment, the compensation and benefits received from such employment shall not reduce the compensation and benefits otherwise due under this Agreement, except as provided in paragraph 4(f) (ii) above.

9. **Other Benefits.** The benefits provided under this Agreement shall, except to the extent otherwise specifically provided herein, be in addition to, and not in derogation or diminution of, any benefits that Executive or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company, or its subsidiaries. The parties expressly agree that in the event of a Change in Control the Executive shall be entitled to the greater of the compensation and benefits as set forth in the CIC Agreement (in lieu of and not

in addition to this Agreement) and the compensation and benefits payable under this Agreement, and in no event shall there be double payment under the CIC Agreement and this Agreement.

10. **Successors.** The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform its obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform them if no succession had taken place unless, in the opinion of legal counsel mutually acceptable to the Company and the Executive, such obligations have been assumed by the successor as a matter of law. The Executive's rights under this Agreement shall inure to the benefit of, and shall be enforceable by, the Executive's legal representative or other successors in interest, but shall not otherwise be assignable or transferable.

11. **Severability.** If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision or application.

12. **Survival.** The rights and obligations of the parties pursuant to this Agreement shall survive the term of Executive's employment to the extent that any performance is required hereunder after the expiration or termination of such term.

13. **Notices.** All notices under this Agreement shall be in writing and shall be deemed effective when delivered in person (in the Company's case, to its Secretary) or 48 hours after deposit thereof in the U.S. mails, postage prepaid, addressed, in the case of the Executive, to his last known address as carried on the personnel records of the Company and, in the case of the Company, to the corporate headquarters, attention of the Secretary, or to such other address as the party to be notified may specify by written notice to the other party.

14. **Other Agreements.** This Agreement supersedes and replaces all prior agreements or understandings of terms of the Executive's employment with the Company, including the Prior Agreements. Except as specifically provided herein, this Agreement does not supersede or replace the CIC Agreement or any agreement between the Company and Executive pursuant to any plans or programs of the Company, including any stock option agreement, restricted stock agreement or supplemental retirement agreement.

15. **Amendments and Constructions.** This Agreement may only be amended in a writing signed by the parties hereto. This Agreement shall be construed under the laws of the State of Minnesota. Paragraph headings are for convenience only and shall not be considered a part of the terms and provisions of the Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

TCF FINANCIAL CORPORATION

ATTEST:

/s/ Neil W. Brown
President and Chief Operating Officer

By: /s/ Gregory J. Pulles
Gregory J. Pulles
Its: Vice Chairman, General Counsel
and Secretary

WITNESS:

/s/ Joseph T. Green

/s/ Lynn A. Nagorske
Lynn A. Nagorske

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Section 4: EX-10.(E)7 (EX-10.(E)7)

Exhibit 10(e)-7

TCF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into as of January 1, 2008 between TCF FINANCIAL CORPORATION, a Delaware corporation (the "Company"), and Neil Brown, President and Chief Operating Officer, (the "Executive") as an amendment and restatement of the prior agreement dated January 1, 2006.

RECITALS:

WHEREAS, the Company and Executive have previously executed an agreement (the "Prior Agreement");

WHEREAS, the Executive and the Company are contemporaneously with the execution and delivery of this Agreement entering into a new Change in Control Agreement (the "CIC Agreement");

WHEREAS, as a result of the enactment of Internal Revenue Code ("IRC") § 409A, the Company and the Executive desire to amend the Agreement in order to insure that payments under this Agreement qualify for the Short Term Deferral and/or the Separation Pay Plan exception outlined in Treas. Reg. § 1.409A-1(b)(4) and § 1.409A-1(b)(9), respectively, or are "permissible payments" under Treas. Reg. § 1.409A-3, and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the CIC Agreement, the parties hereby agree as follows:

1. **Employment and Duties.** The parties hereby agree that, during the term of this Agreement as set forth in paragraph 2 below, the Executive shall be employed and agrees to serve in an executive position with such executive officer duties as are assigned by the Chief Executive Officer of the Company from time to time. In discharging such duties and responsibilities, the Executive may also serve as an executive officer and/or director of any direct or indirect subsidiary of the Company (collectively the "TCF Subsidiaries"). During the term of this Agreement, the Executive shall apply on a full-time basis (allowing for usual vacations and sick leave) all of his skill and experience to the performance of his duties in his positions with the Company and the TCF Subsidiaries. It is understood that the Executive shall not have any other business interests or investments that would interfere with or be inconsistent with his duties under this Agreement. The Executive shall perform his duties at the Company's principal executive offices in Wayzata, Minnesota or at such other location as may be mutually agreed upon by the Executive and the Company; provided that the Executive shall travel to other locations at such times as may be necessary for the performance of his duties under this Agreement.

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2. **Term of Employment.** Unless sooner terminated as provided in paragraph 4 below, the term of this Agreement shall commence on the date hereof and shall continue through December 31, 2008; provided that the term shall be automatically extended for one year on each January 1st commencing January 1, 2009 unless either party gives written notice to the other six months prior to the date on which the automatic extension would be effective.

3. Compensation and Benefits. During the term of this Agreement, the Executive shall be entitled to the following compensation and benefits:

(a) Base Salary. As compensation for the Executive's services, the Executive shall be paid a base salary at a minimum annual rate of \$460,000 payable in accordance with the Company's customary payroll policy, which salary may be increased (but not reduced) from time to time at the discretion of the Board of Directors (the "Base Salary").

(b) Other. The Executive shall, in addition to the Base Salary, also be entitled to an annual bonus opportunity (the "Annual Bonus"), stock options, restricted stock, stock appreciation rights and employee benefits in accordance with company policy and as approved by the Compensation Committee of the Company's Board of Directors from time to time. Payment of Annual Bonuses shall be made promptly but no later than 2 ½ months after the end of the calendar year in which the bonus was earned. In addition, Executive shall be entitled to such perquisites as are approved by the Chief Executive Officer and reported to the Compensation Committee of the Board from time to time. Receipt of any restricted stock award may not be deferred or delayed for any period beyond the vesting date of the restricted stock award. Any other equity award shall comply with the requirements of Treas. Reg. § 1.409A-1(b)(5) so as not to constitute "deferred compensation" under IRC § 409A. Payment of perquisites shall be made no later than 2 ½ months after the end of the calendar year in which the Executive was first entitled to receive such payment.

(c) Return of Compensation under Section 304 of the Sarbanes-Oxley Act. Notwithstanding anything in this Agreement to the contrary, in the event of a restatement of financial results by the Company, the Audit Committee of the Board of Directors shall determine (after reasonable notice to the Executive and an opportunity for the Executive, together with his legal counsel, to be heard before the Audit Committee) whether or not repayment of any compensation is required under Section 304 of the Sarbanes-Oxley Act. If the Audit Committee determines that such repayment is required, the Committee shall make a demand for repayment by Executive of any bonus or other incentive-based or equity-based compensation, and any profits realized from the sale of TCF stock or other TCF securities, which are required to be returned to the Company as a result of Section 304 of the Sarbanes-Oxley Act. Executive shall promptly tender such repayment unless he disputes the findings of the Audit Committee, in which case the parties shall submit the dispute to arbitration as provided in paragraph 7 of this Agreement

4. Termination of Employment.

(a) Death, Disability, Retirement or Voluntary Resignation. In the event of the Executive's death, disability as defined in the Company's long term disability plan then in effect,

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or retirement (termination by Executive which the Compensation Committee determines is a retirement) the employment of the Executive hereunder shall terminate and the Company's obligation to make further Base Salary and Annual Bonus (to the extent not yet earned) payments hereunder shall thereupon terminate as of the end of the month in which such death, or disability or retirement occurs. In the event of Executive's termination of employment without Good Reason other than a retirement ("Voluntary Resignation") the Company shall have no obligation to pay Base Salary (other than through Executive's last day of employment) and no obligation to pay any Annual Bonus after the Executive's employment termination date. The Executive's (and his beneficiaries') rights to other compensation and benefits shall be determined under the Company's benefit plans and policies applicable to Company executives.

(b) Termination for Cause by the Company. By following the procedure set forth in paragraph 4(e), the Company shall have the right to terminate the employment of the Executive for "Cause" in the event the Executive: (i) has engaged in willful and recurring misconduct in not following the legitimate directions of the Board of Directors of the Company after fair warning; (ii) has been convicted of a felony and all appeals from such conviction have been exhausted; (iii) has engaged in habitual drunkenness; (iv) has been excessively absent from work which absence is not related to disability, illness, sick leave or vacations; or (v) has engaged in continuous conflicts of interest between his personal interests and the interests of the Company after fair warning. If the employment of the Executive is terminated by the Company for Cause, the Company's obligation to make further Base Salary and Annual Bonus (to the extent not yet earned) payments hereunder shall thereupon terminate, except the Executive shall receive the Base Salary through the end of the month during which such a termination occurs. The Executive's rights to other compensation and benefits shall be determined under the Company's benefit plans and policies applicable to executives of the Company then in effect.

(c) Termination for Good Reason by the Executive. By following the procedure set forth in paragraph 4(e), the Executive shall have the right to terminate the Executive's employment with the Company for "Good Reason" in the event there is: (i) any material diminution in the scope of the Executive's authority and responsibility (provided, however, in the event of any illness or injury which disables the Executive from performing the Executive's duties, the Company may reassign the Executive's duties to one or more other employees until the Executive is able to perform such duties); (ii) a material diminution in the Executive's base compensation (salary, bonus opportunity, benefits or perquisites); (iii) a material diminution in the authority, duties, responsibilities of the supervisor to whom the Executive is required to report; (iv) a material diminution in the budget over which the Executive retains authority; (v) a material change in geographic location at which the Executive must perform the services; (vi) any other action or inaction that constitutes a material breach by the Company of the Executive's employment agreement under which the Executive provides services. If the employment of the Executive is terminated by the Executive for Good Reason before a change in control as defined in the CIC Agreement ("Change in Control"), the Executive shall be entitled to the severance benefits set forth in paragraph 4(f) below, provided that termination of employment shall mean a complete cessation of service for the Company.

(d) Termination without Cause. The Company may terminate the Executive's employment without Cause prior to the expiration of the term of this Agreement. If the

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employment of the Executive is terminated by the Company without Cause prior to the expiration of this Agreement, before a Change in Control, the Executive shall be entitled to the severance benefits set forth in paragraph 4(f) below, provided that termination of employment shall mean a complete cessation of service for the Company.

(e) Notice and Right to Cure.

(i) Termination by Company for Cause. If the Company proposes to terminate the employment of the Executive for Cause under paragraph 4(b), the Company shall give written notice to the Executive specifying the reasons for such proposed determination with particularity and specifying a cure the Company deems appropriate, and, in the case of a termination for Cause under paragraphs 4(b)(i) (including any breach of the provisions of paragraph 5 below), (iii) or (iv), or (v) the Executive shall have a reasonable opportunity to correct any curable situation to the reasonable satisfaction of the Board of Directors of the Company, which period shall be no less than fifteen (15) days from the Executive's receipt of the notice of proposed termination. Notwithstanding the foregoing, the Executive's employment shall not be terminated for Cause unless and until there shall be delivered to the Executive a copy of the resolution duly adopted by the affirmative vote of not less than the majority of the members of the Board of Directors of the Company at a meeting called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his legal counsel, to be heard before the Board of Directors) finding that, in the opinion of the Company's Board of Directors, the Executive has engaged in conduct justifying a termination for Cause.

(ii) Termination by Executive for Good Reason. In the event the Executive proposes to terminate his employment for Good Reason under paragraph (4)(c) above, the Executive shall first provide written notice to the Company of the existence of the condition described as Good Reason in paragraph 4(c) above not less than 90 days after the initial existence of the condition. The Company will have an opportunity to correct any curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than thirty (30) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within thirty (30) days after the expiration of the time so fixed within which to correct such situation (but not more than two years after the initial existence of the Good Reason), give written notice to the Company that his employment is terminated for Good Reason effective forthwith.

(f) Severance Benefits. If the Executive is entitled to severance benefits under this paragraph 4(f) pursuant to paragraph 4(c) or (d), the Executive shall be provided with the following benefits:

(i) Base Salary and Annual Bonus. The Company shall pay the Executive, no later than 30 days after Executive's termination of employment, in a single sum, an amount equal to two times the sum of (x) the Executive's annual salary at the time of termination of employment; and (y) the average Annual Bonus paid or payable to Executive in respect of the three calendar years immediately preceding the year in which

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termination of employment occurs. In the event Executive's termination occurs after the end of a calendar year, but before a bonus earned in that calendar year has been paid, the Company shall pay such bonus to Executive in addition to the amount otherwise payable under this paragraph (i) promptly but no later than 2 ½ months after the end of the calendar year in which the bonus was earned.

(ii) Medical and Other Benefits Continuation. Executive shall be entitled to continuation of Company medical coverage for the full period provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") at Company expense. If eligible, Executive shall participate in retiree medical coverage of the Company on the same terms and conditions as apply to TCF employees generally. Executive shall also be entitled to continuation of all other benefits after employment termination as provided by the benefit plans or by law; provided that, if Executive obtains new employment with comparable benefits during the applicable continuation period, all entitlements under this paragraph shall cease. Nothing in this paragraph shall be construed as providing Executive with coverage under any plan of Employer to which Executive would not otherwise be entitled and in the event any coverage is unavailable, e.g. if Executive is uninsurable, Employer's obligations under this paragraph may be satisfied by paying to the Executive the cost of such coverage if it were available, as determined in good faith by the Company.

(iii) Stock Incentives. Executive shall be entitled to such vesting or other benefits as are provided by the award agreement pertaining thereto.

(g) Benefits in Lieu of Severance Pay Policy. The severance benefits provided for in this paragraph 4 are in lieu of any benefits that would otherwise be provided to the Executive under the Company's severance pay policy and the Executive shall not be entitled to any benefits under the Company's severance pay policy.

(h) No Funding of Severance. Nothing contained in this Agreement or otherwise shall require the Company to segregate, earmark or otherwise set aside any funds or other assets to provide for any payments required to be made under this paragraph 4 and the rights of the Executive to the severance benefits hereunder shall be solely those of a general, unsecured creditor of the Company. However, the Company may, in its discretion, deposit cash or property, or a combination of both, equal in value to all or a portion of the amounts anticipated to be payable hereunder into a trust, the assets of which are to be distributed at such times as determined by the trustee of such trust; provided that such assets shall be subject at all times to the rights of the Company's general creditors.

(i) Termination after Change in Control. Upon or within six months before or twenty-four months after a Change in Control if the employment of the Executive ends under circumstances entitling the Executive to benefits under the CIC Agreement, the Executive shall be entitled to the greater of the benefits provided under the CIC Agreement, if any, and the benefits provided by this Agreement, if any, but in no event shall there be double payment under the CIC Agreement and this Agreement.

(j) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement are intended to be either exempt from or to constitute permissible payments under IRC § 409A and the regulations thereunder.

5. Covenant Not to Compete; Non-solicitation Covenant.

(a) Covenant Not to Compete. While Executive is actively employed by the Company and, in the event of a termination of employment other than (i) a termination by the Company without Cause, or (ii) a termination by the Executive for Good Reason, for a period of one year after such termination of the Executive's employment, the Executive agrees that he will not directly or indirectly substantially compete with the Company or the TCF Subsidiaries. The Executive shall be deemed to be substantially competing with the Company and the TCF Subsidiaries if, without the prior written approval of the Board of Directors of the Company, he becomes an officer, employee, agent, partner, director or owner of a 10 (ten) percent or greater equity interest of any company (or its affiliated companies) which engages in any types of business in which the Company or the TCF Subsidiaries are engaged at the time of employment termination and such competing entity operates within a 50 mile radius of any location operated by the Company or any TCF Subsidiary.

(b) Non-Solicitation Covenant. While the Executive is actively employed with the Company and, in the event of a termination of employment by the Company or the Executive for any reason prior to a Change in Control, for a period of one year after the Executive's termination of employment, the Executive agrees that, except with the prior written permission of the Board of Directors of the Company, he will not offer to hire, entice away, or in any manner attempt to persuade any officer, employee, or agent of the Company or any of the TCF subsidiaries to discontinue his or her relationship with the Company or any of the TCF Subsidiaries nor will he directly or indirectly solicit, divert, take away or attempt to solicit any business of the Company or any its subsidiaries as to which Executive has acquired any knowledge during the term of his employment with the Company.

(c) Remedies. If the Executive commits a breach, or threatens to commit a breach, of any of the provisions of this paragraph 5, the Company shall have the following rights and remedies, in addition to any rights and remedies otherwise available at law or equity after the Company has notified the Executive of the specific conduct or threatened conflict which it deems in violation of this paragraph 5 and given the Executive a reasonable opportunity to cease and desist:

(i) The right and remedy to have the provisions of this paragraph 5 specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed by the Executive that any such breach or threatened breach will cause irreparable injury to the Company and the TCF Subsidiaries and that money damages will not provide an adequate remedy to the Company and the TCF Subsidiaries; and

(ii) The right and remedy to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments, or other benefits, other than those payable under this Agreement, derived or received by the Executive or the enterprise in competition with the Company or any of the TCF Subsidiaries as the

result of any transactions constituting a breach of any part of this paragraph 5, and Executive agrees to account for and pay over to the Company such amounts promptly upon demand therefore.

6. Beneficiaries. In the event of the Executive's death after his termination of employment, any amount or benefit payable or distributable to him pursuant to this Agreement shall be paid to the beneficiary designated by the Executive for such purpose in the last written instrument received by the Company prior to the Executive's death, if any, or, if no beneficiary has been designated, to the Executive's estate, but such designation shall not be deemed to supersede any beneficiary designation under any benefit plan of the Company. Whenever this Agreement provides for the written designation of a beneficiary or beneficiaries of the Executive, the Executive shall have the right to revoke such designation and to redesignate a beneficiary or beneficiaries by written notice to either the Company to such effect, except to the extent, if any restricted by law.

7. Rights in the Event of Dispute. In the event of a dispute between the Company and the Executive regarding his employment or this Agreement, it is the intention of this Agreement that the dispute shall be resolved as expeditiously as possible, consistent with fairness to both sides, and that during pendency of the dispute the Executive and the Company shall be on equal footing, as follows:

(a) Arbitration. Any claim or dispute relating to the Executive's employment or terms and performance of this Agreement, shall be resolved by binding private arbitration before three arbitrators and any award rendered by any arbitration panel, or a majority thereof, may be filed and a judgment obtained in any court having jurisdiction over the parties unless the relief granted in the award is delivered within ten (10) days of the award. Either party may request arbitration by written notice to the other party. Within thirty (30) days of receipt of such notice by the opposing party, each party shall appoint a disinterested arbitrator and the two arbitrators selected thereby shall appoint a third neutral arbitrator; in the event the two arbitrators cannot agree upon the third arbitrator within ten (10) days after their appointment, then the neutral arbitrator shall be appointed by the Chief Judge of Hennepin County (Minnesota) District Court. Any arbitration proceeding conducted hereunder shall be in the City of Minneapolis and shall follow the procedures set forth in the Rules of Commercial Arbitration of the American Arbitration Association, and both sides shall cooperate in as expeditious a resolution of the proceeding as is reasonable under the circumstances. The arbitration panel shall have the power to enter any relief it deems fair and just on any claim, including interim and final equitable relief, along with any procedural order that is reasonable under the circumstances.

(b) Expenses of Prosecution/Defense of Claim. During the pendency of a dispute between the Company and the Executive relating to the Executive's employment or the terms or performance under this Agreement, the Company shall promptly pay the Executive's reasonable

expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim for expenses of representation shall be submitted by the Executive or any person acting on his

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behalf unless made in writing to the Board of Directors within 90 days after receipt of billing for such representation. Any such payment shall be made promptly, and in any event no later than the end of the calendar year following the year in which the expense was incurred.

8. No Obligation to Mitigate Damages. In the event the Executive becomes eligible to receive compensation or benefits subsequent to the termination of his employment under this Agreement, the Executive shall have no obligation to seek other employment in an effort to mitigate damages. To the extent the Executive shall accept other employment after his termination of employment, the compensation and benefits received from such employment shall not reduce the compensation and benefits otherwise due under this Agreement, except as provided in paragraph 4(f) (ii) above.

9. Other Benefits. The benefits provided under this Agreement shall, except to the extent otherwise specifically provided herein, be in addition to, and not in derogation or diminution of, any benefits that Executive or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company, or its subsidiaries. The parties expressly agree that in the event of a Change in Control the Executive shall be entitled to the greater of the compensation and benefits as set forth in the CIC Agreement (in lieu of and not in addition to this Agreement) and the compensation and benefits payable under this Agreement, and in no event shall there be double payment under the CIC Agreement and this Agreement.

10. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform its obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform them if no succession had taken place unless, in the opinion of legal counsel mutually acceptable to the Company and the Executive, such obligations have been assumed by the successor as a matter of law. The Executive's rights under this Agreement shall inure to the benefit of, and shall be enforceable by, the Executive's legal representative or other successors in interest, but shall not otherwise be assignable or transferable.

11. Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision or application.

12. Survival. The rights and obligations of the parties pursuant to this Agreement shall survive the term of the employment to the extent that any performance is required hereunder after the expiration or termination of such term.

13. Notices. All notices under this Agreement shall be in writing and shall be deemed effective when delivered in person (in the Company's case, to its Secretary) or 48 hours after deposit thereof in the U.S. mails, postage prepaid, addressed, in the case of the Executive, to his last known address as carried on the personnel records of the Company and, in the case of the Company, to the corporate headquarters, attention of the Secretary, or to such other address as the party to be notified may specify by written notice to the other party.

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14. Other Agreements. This Agreement supersedes and replaces all prior agreements or understandings of terms of the Executive's employment with the Company, including the Prior Agreements. Except as specifically provided herein, this Agreement does not supersede or replace the CIC Agreement or any agreement between the Company and Executive pursuant to any plans or programs of the Company, including any stock option agreement, restricted stock agreement or supplemental retirement agreement.

15. Amendments and Constructions. This Agreement may only be amended in a writing signed by the parties hereto. This Agreement shall be construed under the laws of the State of Minnesota. Paragraph headings are for convenience only and shall not be considered a part of the terms and provisions of the Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

TCF FINANCIAL CORPORATION

ATTEST:

By: /s/ Lynn A. Nagorske
Lynn A. Nagorske

/s/ Gregory J. Pulles
Vice Chairman, General Counsel
and Secretary

Its: Chief Executive Officer

WITNESS:

/s/ Joseph T. Green

/s/ Neil W. Brown
Neil W. Brown

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Section 5: EX-10.(E)8 (EX-10.(E)8)

Exhibit 10(e)-8

TCF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into as of January 1, 2008 between TCF FINANCIAL CORPORATION, a Delaware corporation (the "Company"), and Name, Title Position, (the "Executive") as an amendment and restatement of the prior agreement dated January 1, 2006.

R E C I T A L S :

WHEREAS, the Company and Executive have previously executed an agreement (the "Prior Agreement");

WHEREAS, the Executive and the Company are contemporaneously with the execution and delivery of this Agreement entering into a new Change in Control Agreement (the "CIC Agreement");

WHEREAS, as a result of the enactment of Internal Revenue Code ("IRC") § 409A, the Company and the Executive desire to amend the Agreement in order to insure that payments under this Agreement qualify for the Short Term Deferral and/or the Separation Pay Plan exception outlined in Treas. Reg. § 1.409A-1(b)(4) and § 1.409A-1(b)(9), respectively, or are "permissible payments" under Treas. Reg. § 1.409A-3, and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the CIC Agreement, the parties hereby agree as follows:

1. Employment and Duties. The parties hereby agree that, during the term of this Agreement as set forth in paragraph 2 below, the Executive shall be employed and agrees to serve in an executive position with such executive officer duties as are assigned by the Chief Executive Officer of the Company from time to time. In discharging such duties and responsibilities, the Executive may also serve as an executive officer and/or director of any direct or indirect subsidiary of the Company (collectively the "TCF Subsidiaries"). During the term of this Agreement, the Executive shall apply on a full-time basis (allowing for usual vacations and sick leave) all of his skill and experience to the performance of his duties in his positions with the Company and the TCF Subsidiaries. It is understood that the Executive shall not have any other business interests or investments that would interfere with or be inconsistent with his duties under this Agreement. The Executive shall perform his duties at the Company's principal executive offices in Wayzata, Minnesota or at such other location as may be mutually agreed upon by the Executive and the Company; provided that the Executive shall travel to other locations at such times as may be necessary for the performance of his duties under this Agreement.

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2. Term of Employment. Unless sooner terminated as provided in paragraph 4 below, the term of this Agreement shall commence on the date hereof and shall continue through December 31, 2008; provided that the term shall be automatically extended for one year on each January 1st commencing January 1, 2009 unless either party gives written notice to the other six months prior to the date on which the automatic extension would be effective.

3. Compensation and Benefits. During the term of this Agreement, the Executive shall be entitled to the following compensation and benefits:

(a) Base Salary. As compensation for the Executive's services, the Executive shall be paid a base salary payable in accordance with the Company's customary payroll policy, which salary may be increased (but not reduced) from time to time at the discretion of the Board of Directors (the "Base Salary").

(b) Other. The Executive shall, in addition to the Base Salary, also be entitled to an annual bonus opportunity (the "Annual Bonus"), stock options, restricted stock, stock appreciation rights and employee benefits in accordance with company policy and as approved by the Compensation Committee of the Company's Board of Directors from time to time. Payment of Annual Bonuses shall be made promptly but no later than 2 ½ months after the end of the calendar year which the bonus was earned. In addition, Executive shall be entitled to such perquisites as are approved by the Chief Executive Officer and reported to the Compensation Committee of the Board from time to time. Receipt of any restricted stock award may not be deferred or delayed for any period beyond the vesting date of the restricted stock award. Any other equity award shall comply with the requirements of Treas. Reg. § 1.409A-1(b)(5) so as not to constitute "deferred compensation" under IRC § 409A. Payment of perquisites shall be made no later than 2 ½ months after the end of the calendar year in which the Executive was first entitled to receive such payment.

4. Termination of Employment.

(a) Death, Disability, Retirement or Voluntary Resignation. In the event of the Executive's death, disability as defined in the Company's long term disability plan then in effect, or retirement (termination by Executive which the Compensation Committee determines is a retirement) the employment of the Executive hereunder shall terminate and the Company's obligation to make further Base Salary and Annual Bonus (to the extent not yet earned) payments hereunder shall thereupon terminate as of the end of the month in which such death, or disability or retirement occurs. In the event of Executive's termination of employment without Good Reason other than a retirement ("Voluntary Resignation") the Company shall have no obligation to pay Base Salary (other than through Executive's last day of employment) and no obligation to pay any Annual Bonus after the Executive's employment termination date. The Executive's (and his beneficiaries') rights to other compensation and benefits shall be determined under the Company's benefit plans and policies applicable to Company executives.

(b) Termination for Cause by the Company. By following the procedure set forth in paragraph 4(e), the Company shall have the right to terminate the employment of the Executive for "Cause" in the event the Executive: (i) has engaged in willful and recurring misconduct in

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not following the legitimate directions of the Board of Directors of the Company after fair warning; (ii) has been convicted of a felony and all appeals from such conviction have been exhausted; (iii) has engaged in habitual drunkenness; (iv) has been excessively absent from work which absence is not related to disability, illness, sick leave or vacations; or (v) has engaged in continuous conflicts of interest between his personal interests and the interests of the Company after fair warning. If the employment of the Executive is terminated by the Company for Cause, the Company's obligation to make further Base Salary and Annual Bonus (to the extent not yet earned) payments hereunder shall thereupon terminate, except the Executive shall receive the Base Salary through the end of the month during which such a termination occurs. The Executive's rights to other compensation and benefits shall be determined under the Company's benefit plans and policies applicable to executives of the Company then in effect.

(c) Termination for Good Reason by the Executive. By following the procedure set forth in paragraph 4(e), the Executive shall have the right to terminate the Executive's employment with the Company for "Good Reason" in the event there is: (i) any material diminution in the scope of the Executive's authority and responsibility (provided, however, in the event of any illness or injury which disables the Executive from performing the Executive's duties, the Company may reassign the Executive's duties to one or more other employees until the Executive is able to perform such duties); (ii) a material diminution in the Executive's base compensation (salary, bonus opportunity, benefits or perquisites); (iii) a material diminution in the authority, duties, responsibilities of the supervisor to whom the Executive is required to report; (iv) a material diminution in the budget over which the Executive retains authority; (v) a material change in geographic location at which the Executive must perform the services; (vi) any other action or inaction that constitutes a material breach by the Company of the Executive's employment agreement under which the Executive provides services. If the employment of the Executive is terminated by the Executive for Good Reason before a change in control as defined in the CIC Agreement ("Change in Control"), the Executive shall be entitled to the severance benefits set forth in paragraph 4(f) below, provided that termination of employment shall mean a complete cessation of service for the Company.

(d) Termination without Cause. The Company may terminate the Executive's employment without Cause prior to the expiration of the term of this Agreement. If the employment of the Executive is terminated by the Company without Cause prior to the expiration of this Agreement, before a Change in Control, the Executive shall be entitled to the severance benefits set forth in paragraph 4(f) below, provided that termination of employment shall mean a complete cessation of service for the Company.

(e) Notice of Right to Cure.

(i) Termination by Company for Cause. If the Company proposes to terminate the employment of the Executive for Cause under paragraph 4(b), the Company shall give written notice to the Executive specifying the reasons for such proposed determination with particularity and specifying a cure the Company deems appropriate, and, in the case of a termination for Cause under paragraphs 4(b)(i) (including any breach of the provisions of paragraph 5 below), (iii) or (iv), or (v) the Executive shall have a reasonable opportunity to correct any curable situation to the reasonable satisfaction of

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the Board of Directors of the Company, which period shall be no less than fifteen (15) days from the Executive's receipt of the notice of proposed termination. Notwithstanding the foregoing, the Executive's employment shall not be terminated for Cause unless and until there shall be delivered to the Executive a copy of the resolution duly adopted by the affirmative vote of not less than the majority of the members of the Board of Directors of the Company at a meeting called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his legal counsel, to be heard before the Board of Directors) finding that, in the opinion of the Company's Board of Directors, the Executive has engaged in conduct justifying a termination for Cause.

(ii) Termination by Executive for Good Reason. In the event the Executive proposes to terminate his employment for Good Reason under paragraph (4)(c) above, the Executive shall first provide written notice to the Company of the existence of the condition described as Good Reason in paragraph 4(c) above not less than 90 days after the initial existence of the condition. The Company will have an opportunity to correct any curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than thirty (30) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within thirty (30) days after the expiration of the time so fixed within which to correct such situation (but not more than two years after the initial existence of the Good Reason), give written notice to the Company that his employment is terminated for Good Reason effective forthwith.

(f) Severance Benefits. If the Executive is entitled to severance benefits under this paragraph 4(f) pursuant to paragraph 4(c) or (d), the Executive shall be provided with the following benefits:

(i) Base Salary and Annual Bonus. The Company shall pay the Executive, no later than 30 days after Executive's termination of employment, in a single sum, an amount equal to two times the sum of (x) the Executive's annual salary at the time of termination of employment; and (y) the average Annual Bonus paid or payable to Executive in respect of the three calendar years immediately preceding the year in which termination occurs. In the event Executive's termination of employment occurs after the end of a calendar year, but before a bonus earned in that calendar year has been paid, the Company shall pay such bonus to Executive in addition to the amount otherwise payable under this paragraph (i) promptly but no later than 2 ½ months after the end of the calendar year in which the bonus was earned.

(ii) Medical and Other Benefits Continuation. Executive shall be entitled to continuation of Company medical coverage for the full period provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") at Company expense. If eligible, Executive shall participate in retiree medical coverage of the Company on the same terms and conditions as apply to TCF employees generally. Executive shall also be entitled to continuation of all other benefits after employment termination as provided by the benefit plans or by law; provided that, if Executive obtains new employment with comparable benefits during the applicable continuation period, all

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entitlements under this paragraph shall cease. Nothing in this paragraph shall be construed as providing Executive with coverage under any plan of Employer to which Executive would not otherwise be entitled and in the event any coverage is unavailable, e.g. if Executive is uninsurable, Employer's obligations under this paragraph may be satisfied by paying to the Executive the cost of such coverage if it were available, as determined in good faith by the Company.

(iii) Stock Incentives. Executive shall be entitled to such vesting or other benefits as are provided by the award agreement pertaining thereto.

(g) Benefits in Lieu of Severance Pay Policy. The severance benefits provided for in this paragraph 4 are in lieu of any benefits that would otherwise be provided to the Executive under the Company's severance pay policy and the Executive shall not be entitled to any benefits under the Company's severance pay policy.

(h) No Funding of Severance. Nothing contained in this Agreement or otherwise shall require the Company to segregate, earmark or otherwise set aside any funds or other assets to provide for any payments required to be made under this paragraph 4 and the rights of the Executive to the severance benefits hereunder shall be solely those of a general, unsecured creditor of the Company. However, the Company may, in its discretion, deposit cash or property, or a combination of both, equal in value to all or a portion of the amounts anticipated to be payable hereunder into a trust, the assets of which are to be distributed at such times as determined by the trustee of such trust; provided that such assets shall be subject at all times to the rights of the Company's general creditors.

(i) Termination after Change in Control. Upon or within six months before or twenty-four months after a Change in Control if the employment of the Executive ends under circumstances entitling the Executive to benefits under the CIC Agreement, the Executive shall be entitled to the greater of the benefits provided under the CIC Agreement, if any, and the benefits provided by this Agreement, if any, but in no event shall there be double payment under the CIC Agreement and this Agreement.

(j) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement are intended to be either exempt from or to constitute permissible payments under IRC § 409A and the regulations thereunder.

5. Covenant Not to Compete; Non-solicitation Covenant.

(a) Covenant Not to Compete. While Executive is actively employed by the Company and, in the event of a termination of employment other than (i) a termination by the Company without Cause, or (ii) a termination by the Executive for Good Reason, for a period of one year after such termination of the Executive's employment, the Executive agrees that he will not directly or indirectly substantially compete with the Company or the TCF Subsidiaries. The Executive shall be deemed to be substantially competing with the Company and the TCF Subsidiaries if, without the prior written approval of the Board of Directors of the Company, he becomes an officer, employee, agent, partner, director or owner of a 10 (ten) percent or greater

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equity interest of any company (or its affiliated companies) which engages in any types of business in which the Company or the TCF Subsidiaries are engaged at the time of employment termination and such competing entity operates within a 50 mile radius of any location operated by the Company or any TCF Subsidiary.

(b) Non-Solicitation Covenant. While the Executive is actively employed with the Company and, in the event of a termination of employment by the Company or the Executive for any reason prior to a Change in Control, for a period of one year after the Executive's termination of employment, the Executive agrees that, except with the prior written permission of the Board of Directors of the Company, he will not offer to hire, entice away, or in any manner attempt to persuade any officer, employee, or agent of the Company or any of the TCF subsidiaries to discontinue his or her relationship with the Company or any of the TCF Subsidiaries nor will he directly or indirectly solicit, divert, take away or attempt to solicit any business of the Company or any its subsidiaries as to which Executive has acquired any knowledge during the term of his employment with the Company.

(c) Remedies. If the Executive commits a breach, or threatens to commit a breach, of any of the provisions of this paragraph 5, the Company shall have the following rights and remedies, in addition to any rights and remedies otherwise available at law or equity after the Company has notified the Executive of the specific conduct or threatened conflict which it deems in violation of this paragraph 5 and given the Executive a reasonable opportunity to cease and desist:

(i) The right and remedy to have the provisions of this paragraph 5 specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed by the Executive that any such breach or threatened breach will cause irreparable injury to the Company and the TCF Subsidiaries and that money damages will not provide an adequate remedy to the Company and the TCF Subsidiaries; and

(ii) The right and remedy to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments, or other benefits, other than those payable under this Agreement, derived or received by the Executive or the enterprise in competition with the Company or any of the TCF Subsidiaries as the result of any transactions constituting a breach of any part of this paragraph 5, and Executive agrees to account for and pay over to the Company such amounts promptly upon demand therefore.

6. Beneficiaries. In the event of the Executive's death after his termination of employment, any amount or benefit payable or distributable to him pursuant to this Agreement shall be paid to the beneficiary designated by the Executive for such purpose in the last written instrument received by the Company prior to the Executive's death, if any, or, if no beneficiary has been designated, to the Executive's estate, but such designation shall not be deemed to supersede any beneficiary designation under any benefit plan of the Company. Whenever this Agreement provides for the written designation of a beneficiary or beneficiaries of the Executive, the Executive shall have the right to revoke such designation and to redesignate a beneficiary or beneficiaries by written notice to either the Company to such effect, except to the extent, if any restricted by law.

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7. Rights in the Event of Dispute. In the event of a dispute between the Company and the Executive regarding his employment or this Agreement, it is the intention of this Agreement that the dispute shall be resolved as expeditiously as possible, consistent with fairness to both sides, and that during pendency of the dispute the Executive and the Company shall be on equal footing, as follows:

(a) Arbitration. Any claim or dispute relating to the Executive's employment or terms and performance of this Agreement, shall be resolved by binding private arbitration before three arbitrators and any award rendered by any arbitration panel, or a majority thereof, may be filed and a judgment obtained in any court having jurisdiction over the parties unless the relief granted in the award is delivered within ten (10) days of the award. Either party may request arbitration by written notice to the other party. Within thirty (30) days of receipt of such notice by the opposing party, each party shall appoint a disinterested arbitrator and the two arbitrators selected thereby shall appoint a third neutral arbitrator; in the event the two arbitrators cannot agree upon the third arbitrator within ten (10) days after their appointment, then the neutral arbitrator shall be appointed by the Chief Judge of Hennepin County (Minnesota) District Court. Any arbitration proceeding conducted hereunder shall be in the City of Minneapolis and shall follow the procedures set forth in the Rules of Commercial Arbitration of the American Arbitration Association, and both sides shall cooperate in as expeditious a resolution of the proceeding as is reasonable under the circumstances. The arbitration panel shall have the power to enter any relief it deems fair and just on any claim, including interim and final equitable relief, along with any procedural order that is reasonable under the circumstances.

(b) Expenses of Prosecution/Defense of Claim. During the pendency of a dispute between the Company and the Executive relating to the Executive's employment or the terms or performance under this Agreement, the Company shall promptly pay the Executive's reasonable expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim for expenses of representation shall be submitted by the Executive or any person acting on his behalf unless made in writing to the Board of Directors within 90 days after receipt of billing for such representation. Any such payment shall be made promptly, and in any event no later than the end of the calendar year following the year in which the expense was incurred.

8. No Obligation to Mitigate Damages. In the event the Executive becomes eligible to receive compensation or benefits subsequent to the termination of his employment under this Agreement, the Executive shall have no obligation to seek other employment in an effort to mitigate damages. To the extent the Executive shall accept other employment after his termination of employment, the compensation and benefits received from such employment shall not reduce the compensation and benefits otherwise due under this Agreement, except as provided in paragraph 4(f) (ii) above.

9. Other Benefits. The benefits provided under this Agreement shall, except to the extent otherwise specifically provided herein, be in addition to, and not in derogation or

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diminution of, any benefits that Executive or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company, or its subsidiaries. The parties expressly agree that in the event of a Change in Control the Executive shall be entitled to the greater of the compensation and benefits as set forth in the CIC Agreement (in lieu of and not in addition to this Agreement) and the compensation and benefits payable under this Agreement, and in no event shall there be double payment under the CIC Agreement and this Agreement.

10. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform its obligations under

this Agreement in the same manner and to the same extent that the Company would be required to perform them if no succession had taken place unless, in the opinion of legal counsel mutually acceptable to the Company and the Executive, such obligations have been assumed by the successor as a matter of law. The Executive's rights under this Agreement shall inure to the benefit of, and shall be enforceable by, the Executive's legal representative or other successors in interest, but shall not otherwise be assignable or transferable.

11. Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision or application.

12. Survival. The rights and obligations of the parties pursuant to this Agreement shall survive the term of the employment to the extent that any performance is required hereunder after the expiration or termination of such term.

13. Notices. All notices under this Agreement shall be in writing and shall be deemed effective when delivered in person (in the Company's case, to its Secretary) or 48 hours after deposit thereof in the U.S. mails, postage prepaid, addressed, in the case of the Executive, to his last known address as carried on the personnel records of the Company and, in the case of the Company, to the corporate headquarters, attention of the Secretary, or to such other address as the party to be notified may specify by written notice to the other party.

14. Other Agreements. This Agreement supersedes and replaces all prior agreements or understandings of terms of the Executive's employment with the Company, including the Prior Agreements. Except as specifically provided herein, this Agreement does not supersede or replace the CIC Agreement or any agreement between the Company and Executive pursuant to any plans or programs of the Company, including any stock option agreement, restricted stock agreement or supplemental retirement agreement.

15. Amendments and Constructions. This Agreement may only be amended in a writing signed by the parties hereto. This Agreement shall be construed under the laws of the State of Minnesota. Paragraph headings are for convenience only and shall not be considered a part of the terms and provisions of the Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

TCF FINANCIAL CORPORATION

ATTEST:

By: _____
Lynn A. Nagorske

Its: Chief Executive Officer

President and Chief Operating Officer

WITNESS:

[Name]

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Section 6: EX-10.(E)9 (EX-10.(E)9)

Exhibit 10(e)-9

TCF FINANCIAL CORPORATION EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into effective as of January 1, 2008 (the "Effective Date"), by and between TCF Financial Corporation ("TCF Financial" or the "Company") and Craig Dahl, Executive Vice President of the Company ("Executive"), as an amendment and restatement of the prior agreement dated April 26, 1999.

R E C I T A L S :

WHEREAS, the Company and Executive have previously executed an agreement (the "Prior Agreement");

WHEREAS, as a result of the enactment of Internal Revenue Code ("IRC") § 409A, the Company and the Executive desire to amend

the Agreement in order to insure that payments under this Agreement qualify for the Short Term Deferral and/or the Separation Pay Plan exception outlined in Treas. Reg. § 1.409A-1(b)(4) and § 1.409A-1(b)(9), respectively, or are “permissible payments” under Treas. Reg. § 1.409A-3;

NOW, THEREFORE, in consideration of the expected contributions and responsibilities of Executive and the other mutual promises, terms and conditions hereinafter provided, the parties hereto agree as follows:

Section 1 - Definitions

1.1 A “Change in Control” shall mean:

(a) During any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board of Directors of TCF Financial cease for any reason to constitute a majority thereof, unless the election or nomination for election of each new Director was approved by a vote of at least two-thirds of the Board members then still in office who were Board members at the beginning of the period or who were similarly nominated;

(b) Any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), is or becomes the “beneficial owner” (as such term is defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of TCF Financial representing twenty-five percent (25%) or more of TCF Financial’s outstanding securities, except for any securities purchased by TCF’s employee stock ownership plan and trust and any person who becomes a twenty-five percent (25%) beneficial owner solely as a result of stock repurchases by TCF Financial; or

(c) The shareholders of TCF Financial approve, and there is consummated, a dissolution or liquidation, or a merger, consolidation or other corporate

reorganization of TCF Financial under circumstances in which TCF Financial will not be the surviving party; or

(d) The Board of Directors of TCF Financial shall approve, and there is consummated, the sale of all, or substantially all, of the business or assets of TCF Financial; or

(e) The Board of Directors of Winthrop Resources Corporation (hereinafter referred to as Winthrop”) or the Board of Directors of TCF Leasing, Inc., or any other equipment finance leasing company headed by Executive which is an affiliate of Winthrop or a subsidiary of TCF Financial (hereinafter TCF Leasing, Inc. and any other such leasing company affiliate are jointly referred to as “New Leasing Co.”) shall approve, and there shall be consummated, a dissolution or liquidation, or a merger, consolidation or other corporate reorganization of Winthrop or New Leasing Co., or of the Value Added line of business or either, such that Winthrop, New Leasing Co., or the Value Added line of business of any of them is no longer owned or controlled by TCF Financial.

(f) Notwithstanding the foregoing, a sale, spin-off or other reorganization of the small ticket business of Winthrop or New Leasing Co. shall not be deemed a change in control under this Agreement, and any internal reorganization or combination of TCF-affiliated companies with each other shall also not be deemed a change in control under this Agreement.

1.2 The “Code” shall mean the Internal Revenue Code of 1986, as amended.

1.3 “Date of Termination” shall mean:

(a) If death or Disability under Section 7.1 of this Agreement automatically terminates Executive’s employment, the date on which the event that triggered that automatic termination occurred; or

(b) If Executive’s employment is terminated by Executive, whether for Good Reason or otherwise under Section 7.3 of this Agreement, or by TCF Financial under Section 7.2 of this Agreement, the date specified in Section 7.4 of this Agreement.

1.4 “Disability” shall mean Executive is “disabled” for purposes of TCF’s long term disability coverage and is entitled to benefits under such coverage.

1.5 “Good Reason” shall be deemed to exist if within two years after a Change in Control, without Executive’s express written consent, there is (i) any material diminution in the scope of the Executive’s authority and responsibility (provided, however, in the event of any illness or injury which disables the Executive from performing the Executive’s duties, the Company may reassign the Executive’s duties to one or more other

employees until the Executive is able to perform such duties); (ii) a material diminution in the Executive’s base compensation (salary, bonus opportunity, benefits or perquisites as in effect before the Change in Control); (iii) a material diminution in the authority, duties, responsibilities of the supervisor to whom the Executive is required to report; (iv) a material diminution in the budget over which the Executive retains authority; (v) a material change in geographic location at which the Executive must perform the services; or (vi) any other action or inaction that constitutes a material breach by the Company of the Executive’s employment agreement under which the Executive provides services. In the event the Executive proposes to terminate his employment for Good Reason under this paragraph, the Executive shall first provide written notice to the Company of the existence of the condition described as Good Reason not less than 90 days after the initial existence of the condition. The Company will have an opportunity to correct any curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than thirty (30) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within thirty (30) days after the expiration of the time so fixed within which to correct such situation (but not more than two years after the

initial existence of the Good Reason), give written notice to the Company that his employment is terminated for Good Reason effective forthwith. For purposes of this paragraph termination of employment shall mean a complete cessation of services for the Company.

1.6 The "TCF Financial Board" shall mean the Board of Directors of TCF Financial.

1.7 The "TCF Compensation Committee" shall mean such members of the Compensation Committee of the TCF Financial Board who qualify as independent or as non-employees from time to time under Rule 16b-3 of the Securities Exchange Commission or under Section 162(m) of the Internal Revenue Code, and their related rules, regulations and pronouncements.

1.8 "Notice of Termination" shall mean a notice, from TCF Financial or from Executive, which shall indicate the specific termination provision in this Agreement relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated and shall state the effective date of the termination.

1.9 "Secret or Confidential Information" means secret or confidential information of TCF Financial which Executive obtains during the Term of this Agreement (including secret or confidential information of predecessors, subsidiaries and affiliates), including but not limited to lists of customers; contract terms; bidding information and strategies; salary information with respect to employees; financial product design information; business plans; and anything else deemed to be proprietary, provided that secret or confidential information shall not include information reasonably available to the general public.

1.10 Termination for "Cause" by TCF Financial of Executive's employment under this Agreement shall mean termination which is determined by the TCF Compensation Committee to be on account of any one of the following: (i) Executive has engaged in willful and recurring misconduct in not following the legitimate directions of the Compensation Committee or of his supervisor; (ii) Executive has been convicted of a felony or a crime involving theft or dishonesty and all appeals from such conviction have been exhausted; (iii) Executive has engaged in habitual drunkenness or use of illegal drugs; (iv) Executive has been excessively absent from work which absence is not related to Disability, sick leave or authorized vacations; or (v) Executive has engaged in substantial conflicts of interest between his personal interests and the interests of TCF Financial.

Notwithstanding the foregoing, Executive shall not be deemed to have been terminated for Cause unless and until (1) there shall have been delivered to Executive a written notice of the intention to terminate his employment for Cause specifying the grounds for such termination, providing a reasonable opportunity to cure any conduct or act, if curable, alleged as grounds for such termination, and; (2) following delivery of such written notice, Executive shall have been given a reasonable opportunity to present to the TCF Compensation Committee his position regarding any dispute relating to the existence of such Cause.

Section 2 - Employment and Term

2.1 Employment. TCF Financial agrees to employ Executive, and Executive agrees to serve, as an Executive Vice President of TCF Financial. Executive agrees to accept Employment on the terms and conditions set forth in this Agreement.

2.2 Term. The term of this Agreement (the "Term") shall be a period beginning on the Effective Date and ending on December 31, 2008. On each December 31 thereafter, the remaining Term shall be extended by one year. If the TCF Compensation Committee shall determine on or prior to any such December 31st not to renew this Agreement, then the final term of the Agreement shall be the two years after the December 31st immediately preceding the TCF Compensation Committee's determination and the Agreement shall not thereafter be renewed or extended.

Section 3 - Duties of Executive

3.1 Time Devoted; Duties. Executive shall have overall responsibility for TCF Financial's leasing and equipment finance operations. Executive shall devote his entire time, attention and energies to his responsibilities and shall render such administrative and management services to TCF Financial as are customarily performed by persons situated in a similar executive capacity, including those services prescribed from time to time by the TCF Compensation Committee. Executive shall perform his duties under this Agreement in accordance with such reasonable standards expected of employees with comparable positions in comparable organizations and as may be established from time to time by the Compensation Committee.

3.2 No Conflicting Activities. During the term of Executive's employment under this Agreement, Executive shall not engage in any business or activity contrary to the business affairs or interests of TCF Financial. Nothing contained in this Section 3 shall be deemed to prevent or limit the right of Executive to invest in the capital stock or other securities of any business or engage in charitable or civic activities as long as such conduct or activity does not interfere with Executive's duties as set forth in Section 3.1.

Section 4 - Compensation

4.1 Base Compensation. Executive shall receive for his services the following Base Compensation:

(a) TCF Financial shall pay Executive an annual salary of \$300,000.00 ("Base Compensation") payable in 26 equal bi-weekly installments.

(b) Any increase in Executive's Base Compensation shall be left to the sole discretion of the TCF Compensation Committee. Executive's Base Compensation shall not be subject to reduction during the Term of this Agreement except as otherwise provided in this Agreement.

4.2 Bonus Compensation. TCF Financial shall pay Bonus Compensation to Executive in an amount determined by the TCF Compensation Committee in its sole discretion, provided that Executive shall participate annually in any bonus plan provided to comparable TCF executives ("Bonus Compensation"). Payment of Bonus Compensation shall be made promptly but no later than 2 1/2 months after the end of the calendar year in which bonus was earned.

4.3 Additional Compensation: Restricted Stock and Options: The Executive shall be entitled to such awards of restricted stock and options as are approved by the TCF Compensation Committee from time to time.

4.4 Source of Payments. All payments provided for in this Agreement shall be timely paid by TCF Financial.

Section 5 - Employee Benefits/Fringe Benefits

5.1 Business Expenses. During the Term, TCF Financial shall reimburse Executive for ordinary and necessary business expenses incurred by Executive in performing his duties pursuant to this Agreement, including but not limited to reasonable travel, entertainment and similar expenses that Executive incurs in promoting the business of TCF Financial; provided, that TCF Financial shall not reimburse any such expense which, prior to its being incurred, TCF Financial directed Executive not to incur. The reimbursement shall be made upon presentation to TCF Financial by Executive, from time to time, of an account of such expenses in such form and in such detail as TCF Financial may request, and shall comply with TCF Financial's policies regarding expense reimbursement. In the event any of these expenses are taxable to the Executive such

payments shall be made no later than 2 1/2 months after the end of the calendar year in which the expense was incurred.

5.2 Fringe Benefits. In addition to benefits specifically described herein, Executive shall be entitled to receive from TCF Financial the fringe benefits generally available to employees and to full-time senior management employees of TCF Financial occupying the same or a similar position as Executive, as such benefits may be changed from time to time. As of the Effective Date hereof, such fringe benefits consist of four weeks of vacation annually (Executive's shall be pro-rated for 1999); a \$750 monthly allowance for leasing of a company car; a country club membership; a home business hook-up, phone line and Internet access for Executive's home computer; an annual executive physical; and tax preparation by KPMG. In the event any of these fringe benefits are taxable to the Executive such payment by the Company shall be made no later than 2 1/2 months after the end of the calendar year in which the expense was incurred.

5.3 Benefits. Throughout the Term of this Agreement, TCF Financial shall make available to Executive the benefits provided to executives generally under TCF Financial's general benefits programs including, but not limited to, the TCF Employees Stock Purchase Plan (401-k Plan), the TCF Cash Balance Pension Plan, the Deferred Compensation Plan, the Supplemental Employees Retirement Plan ("SERP"), and medical/dental, group term life insurance (including optional insurance which Executive may elect to purchase), disability coverage, and all other benefit plans available to executives generally. Executive shall be eligible to participate in these plans on the same terms and conditions as apply to TCF executives generally.

Section 6 - Confidentiality and Covenant Not to Compete

6.1 Covenant Not to Compete. In consideration of the compensation, benefits and other valuable consideration provided to Executive under this Agreement: (i) if TCF Financial terminates Executive's employment with or without Cause, (ii) if TCF Financial terminates Executive's employment on account of Disability and Executive is entitled to disability benefits under TCF Financial's disability benefit plan, or (iii) if Executive terminates employment with or without Good Reason, Executive covenants and agrees that Executive shall not do any of the following:

(a) Without the prior written consent of TCF Financial, engage or become interested in any capacity, directly or indirectly (whether as proprietor, five percent or greater stockholder, director, partner, employee, trustee, beneficiary, or in any other capacity) in any business selling, providing or developing leasing or equipment finance products or services in competition with leasing or equipment finance products or services sold or maintained by Winthrop, New Leasing Co., or any of its subsidiaries or affiliates in the United States; or

(b) Recruit or solicit for employment any current or future employee of TCF Financial, Winthrop, New Leasing Co. or any of their successors, subsidiaries or affiliates.

Executive's obligations under this Section 6.1 shall continue for two years after such termination of employment. Notwithstanding the foregoing provisions of this section 6.1, Executive shall have no obligations under this section if Executive's termination of employment occurs in conjunction with the discontinuance by TCF Financial, Winthrop or TCF Leasing (or any successor thereto) of all or substantially all leasing activities.

6.2 Confidential Information. Executive acknowledges that all Secret or Confidential Information is the exclusive property of TCF Financial, as the case may be. Executive shall not during the period of his employment or for two years thereafter, disclose to any person, firm or corporation, or publish or use for any purpose, any Secret or Confidential Information except as properly required in the ordinary course of business of TCF Financial or as directed and authorized thereby. Upon the termination of his employment for any reason whatsoever, Executive shall return and deliver within 7 days any and all papers, books, records, documents, memoranda and manuals, including all copies thereof, belonging or relating to TCF Financial, in Executive's possession, whether prepared by Executive or others. If at any time after the termination of Executive's employment, Executive determines that he has any Secret or Confidential Information in his possession or control, Executive shall immediately return all such Secret or Confidential Information including all copies and portions thereof.

6.3 Disclosure and Survival of Covenants. If Executive, after termination of employment and while subject to Sections 6.1 and 6.2,

seeks or is offered employment by any other company, firm, or person, he shall provide a copy of this Agreement to the prospective employer prior to accepting employment with that prospective employer. The provisions of Sections 6.1 and 6.2 shall survive any termination of this Agreement.

Section 7 - Termination

7.1 Automatic Termination Upon Death or Disability. Employment under this Agreement shall terminate on the earliest of death of Executive, or the determination by the TCF Compensation Committee of Executive's Disability. Thereafter, no further compensation shall be payable under this Agreement except Bonus Compensation already earned. Payment of Bonus Compensation shall be made promptly but no later than 2 ½ months after the end of the calendar year which Bonus Compensation was earned. The Executive's (and his beneficiaries') rights to other compensation and benefits shall be determined under the company's benefit policies and plans applicable to company executives then in effect.

7.2 Termination by the Compensation Committee. The TCF Compensation Committee may terminate this Agreement and Executive's employment at any time with or without Cause by giving Notice of Termination in accordance with Section 7.4 below.

7.3 Termination by Executive for Good Reason. Executive may terminate his employment with or without Good Reason by giving Notice of Termination in accordance with Section 7.4 below

7.4 Notice of Termination. Any termination by the TCF Compensation Committee or Executive pursuant to this Agreement shall be communicated by written Notice of Termination to the other party hereto and shall specify the effective date of Executive's termination of employment, which shall be not more than thirty days after the date such Notice is given, or if no date is specified, then the effective date shall be 30 days after such Notice is given.

Section 8 - Compensation Upon Termination

8.1 Compensation Upon Death. If Executive's employment is terminated because of the death of Executive, TCF Financial shall pay Executive's executors or administrators: (a) within 30 days of Executive's death, the unpaid balance of Executive's Base Compensation through the end of the month in which Executive's death occurred, at 100% of the rate in effect on the date of Executive's death; and (b) as soon as such Executive's bonus is calculated, an amount equal to Executive's Bonus Compensation for the current year prorated based on the number of days elapsed during such year prior to Executive's death, provided that payment of Bonus Compensation shall be made promptly but no later than 2 ½ months after the end of the calendar year which Bonus Compensation was earned. Thereafter TCF Financial shall have no further obligations under this Agreement.

8.2 Compensation Upon Disability. If Executive's active work ceases because of Disability: (a) TCF Financial shall continue, as and when scheduled, to pay Executive Executive's Base Compensation through the date Executive's disability benefits commence, and (b) as soon as Executive's bonus is calculated for the year, an amount equal to Executive's Bonus Compensation due for the current year prorated based on the number of days elapsed during such year prior to Executive's Disability; and thereafter TCF Financial shall have no further obligations under this Agreement unless and until Executive returns to work pursuant to mutual agreement between Executive and TCF Financial.

8.3 Compensation Upon Termination for Cause. If Executive's employment shall be terminated by TCF Financial for Cause, TCF Financial shall pay Executive his Base Compensation through the Date of Termination, and TCF Financial shall not have any further obligations to Executive under this Agreement other than normal employee benefits.

8.4 Compensation Upon Termination by TCF Financial Other Than For Cause; Termination by Executive for Good Reason. If Executive's employment is terminated by TCF Financial other than for Cause, Disability or death or Executive terminates his employment for Good Reason, provided that the Executive's termination results in a complete cessation of services for the Company, then the Company shall pay the Executive, no later than 30 days after Executive's termination of employment, in a single sum, an amount equal to two times the sum of (x) the Executive's Base Compensation at the time of termination of employment; and (y) the average of his last two years of Bonus Compensation preceding the termination plus continuation of the company paid portion of premiums for disability, life insurance, medical and dental

coverage such that Executive's premiums are the same as active employees provided that the employer payments toward premiums for each type of coverage (disability, life insurance, medical and/or dental) will be paid only for so long as Executive elects to continue the respective coverage and further provided that such employer payments toward premiums for each type of coverage will cease as soon as Executive obtains new employment with comparable replacement benefits for such type of coverage. For purposes of this Section 8.4, non-renewal of this Agreement by the Compensation Committee of this Agreement under Section 2.2 shall be deemed to be a termination by TCF Financial other than for Cause, unless such non-renewal meets the requirements of Section 1.10, in which case the non-renewal will be deemed a termination for Cause. Upon Executive's termination of employment, all employee and employer contributions to the TCF Employees Stock Purchase Plan (the "401-k Plan") and/or the Executive Deferred Compensation Plan (the "Executive Deferred Plan") shall cease, his severance payments shall not be treated as covered compensation under the 401-k Plan, the Executive Deferred Plan or the TCF Cash Balance Pension Plan, and Executive will be entitled to distributions from those plans in accordance with their terms.

8.5 Successors of TCF Financial. TCF Financial shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of TCF Financial, by agreement in form and substance satisfactory to Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that TCF Financial would be required if no such succession had taken place.

Section 9 - Miscellaneous

9.1 Notice. Any notice or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given for all purposes if mailed by certified mail, postage prepaid and return receipt requested, addressed to the intended recipient at the following address (or at such other address as either party may designate in writing to the other party by certified mail as described above):

If to TCF Financial:

Attention: General Counsel
TCF Financial Corporation
801 Marquette Avenue
Minneapolis, MN 55402

If to Executive:

Craig R. Dahl
10340 Summer Place
Eden Prairie, Minnesota 55347

Or to the last known address for Executive on file at TCF Financial.

9.2 Headings. The headings used in this Agreement have been included solely for ease of reference and are not to be construed in any interpretation of this Agreement.

9.3 Entire Agreement. This instrument contains the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all prior agreements and understandings with respect to the subject matter hereof. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. No modification or addition to this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

9.5 Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration except if TCF Financial seeks a court injunction under Section 9.7. Such arbitration shall be conducted before a panel of three arbitrators sitting in a home office selected by Executive within fifty (50) miles from the location of TCF Financial, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

9.6 Benefit. This Agreement shall inure to the benefit of and shall be binding upon TCF Financial, its successors and assigns, and this Agreement shall not be assignable by Executive.

9.7 Remedies. Executive acknowledges that the services to be rendered under this Agreement are special, unique and of extraordinary character. If Executive breaches any covenants, terms or conditions of this Agreement to be performed by him, TCF Financial will suffer irreparable damage and it will be impossible to estimate or determine damages. Therefore, TCF Financial shall, upon proof of such breach, be entitled as a matter of course to an injunction from any court of competent jurisdiction restraining any further violation of such covenants by Executive, his employers, employees, partners, agents or other associates, or any of them. TCF Financial's right to an injunction shall be cumulative and in addition to any other remedies available, either in law or in equity. In any proceeding to enforce any provision of this Agreement, Executive shall not assert any contention that there is an adequate remedy at law for the breach or default upon which such proceeding is based. Nothing in this paragraph shall be construed to prevent any remedy in the courts or in arbitration in the case of any breach of this Agreement by Executive which TCF Financial may elect or invoke.

9.8 Severability. If any of the provisions of Section 6.1 of this Agreement are held to be unenforceable because of their scope, duration or area of applicability, the arbitrator making such determination shall have the power to modify such scope, duration or area of applicability or all of them. Section 6.1, as modified, shall then be valid and enforceable in such modified form. If any provision of this Agreement is held to be

invalid, illegal or unenforceable in any respect, the validity and enforceability of all other applications of that provision and of all other provisions and applications hereof shall not in any way be affected or impaired.

9.9 Waiver. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and such officer as may be specifically designated by the TCF Compensation Committee. The failure of TCF Financial or Executive at any time or times to enforce rights under this Agreement strictly in accordance with the same shall not be construed as a waiver or modification of the same. Waiver by either party of any breach or breaches of this Agreement, or of any noncompliance with any condition or provision of this Agreement, by the other party hereto shall not be deemed a waiver or amendment of such provisions or conditions.

9.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year first above written.

TCF FINANCIAL CORPORATION

By: /s/ Gregory J. Pulles

Title: Vice Chairman, General Counsel and
Secretary

CRAIG R. DAHL

/s/ Craig R. Dahl

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Section 7: EX-10.(G)4 (EX-10.(G)4)

Exhibit 10(g)-4

CHIEF EXECUTIVE OFFICER CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT, made and entered into as of January 1, 2008 between TCF FINANCIAL CORPORATION, a Delaware corporation (“TCF Financial” or the “Company”) and Lynn A. Nagorske, Chief Executive Officer, (the “Executive”) as an amendment and restatement of the prior agreement dated January 1, 2006.

RECITALS:

WHEREAS, the Company and Executive have previously executed an agreement (the “Prior Agreement”);

WHEREAS, the Board of Directors of the Company believes it is imperative to diminish the inevitable distraction of the Executive by virtue of the personal uncertainties and risks created by any pending or threatened Change in Control (as defined below) of the Company;

WHEREAS, as a result of the enactment of Internal Revenue Code (“IRC”) § 409A, the Company and the Executive desire to amend the Agreement in order to insure that payments under this Agreement comply with IRC § 409A and the regulations thereunder, and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) Change in Control. A “Change in Control” shall be deemed to have occurred if, prior to the expiration of this Agreement:

(i) during any period of two (2) consecutive years individuals who at the beginning of such period constitute the Board of Directors of TCF Financial cease for any reason to constitute a majority thereof, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved; or

(ii) any “person”, as defined in sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) is or becomes the “beneficial owner” as defined in Rule 13d-3 under the Exchange Act, directly or indirectly, of securities of TCF Financial representing fifty percent (50%) or more of the combined voting power of TCF Financial’s then outstanding securities, except for any securities purchased by a TCF employee benefit plan or trust and any person who becomes a fifty percent (50%) beneficial owner solely as a result of stock repurchases by TCF Financial; or

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(iii) the shareholders of TCF Financial approve a merger or consolidation of TCF Financial with any other corporation, other than a merger or consolidation which would result in the voting securities of TCF Financial outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of TCF Financial or such surviving entity outstanding immediately after such merger or consolidation, or the shareholders of TCF Financial approve a plan of complete liquidation of TCF Financial or an agreement for the sale or disposition by TCF Financial of all or substantially all TCF Financial’s assets; provided, however, that no Change in Control will be deemed to have occurred if such merger, consolidation, sale or disposition of assets, or liquidation is not subsequently consummated.

The date of any Change in Control shall be deemed to be the date on which it is consummated.

(b) Termination Date. “Termination Date” means the date on which the Executive’s employment with the Company is terminated.

2. Termination of this Agreement for “Cause” by the Company.

(a) Termination of this Agreement for “Cause” applies in the event the Executive: (i) has engaged in willful and recurring misconduct in not following the legitimate directions of the Board of Directors of the Company after fair warning or breached any non-competition or non-solicitation covenant to which Executive is subject; (ii) has been convicted of a felony and all appeals from such conviction have been exhausted; (iii) has engaged in habitual drunkenness; (iv) has been excessively absent from work which absence is not related to disability, illness, sick leave or vacations; or (v) has engaged in continuous conflicts of interest between his personal interests and the interests of the Company after fair warning.

(b) Notice of Right to Cure. If the Company proposes to terminate its obligations hereunder for Cause under paragraph 2(a), the Company shall give written notice to the Executive specifying the reasons for such proposed determination with particularity and specifying a cure the Company deems appropriate, and, in the case of a termination for Cause under paragraphs 2(a)(i), (iii), (iv), or (v) the Executive shall have a reasonable opportunity to correct any curable situation to the reasonable satisfaction of the Board of Directors of the Company, which period shall be no less than fifteen (15) days from the Executive’s receipt of the notice of proposed termination. Notwithstanding the foregoing, this Agreement shall not be terminated for Cause unless and until there shall be delivered to the Executive a copy of the resolution duly adopted by the affirmative vote of not less than the majority of the members of the Board of Directors of the Company at a meeting called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his legal counsel, to be heard before the Board of Directors) finding that, in the opinion of the Company’s Board of Directors, the Executive has engaged in conduct justifying a termination of this Agreement for Cause.

3. Termination of Employment Upon Change in Control – Severance Payments. In the event of a Change in Control, if: (i) the Executive terminates his employment for any reason

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within 24 months after such Change in Control; or (ii) the Executive’s employment ends for any other reason (x) including the Company’s failure to continue to employ Executive after expiration of Executive’s employment agreement but (y) not including such an end of employment by reason of death, disability or after this Agreement has been terminated for Cause (as defined herein), during the six months before a Change in Control or within twenty-four (24) months after a Change in Control, then the Executive shall be entitled to the following severance benefits (which benefits in either case are referred to as the “Termination Payments”):

(a) Base Salary and Annual Bonus. The Company shall pay the Executive, as soon as administratively practicable six (6) months after Executive’s termination of employment, in a single sum, an amount equal to three times the sum of (x) the Executive’s annual salary at the time of termination; and (y) the average Annual Bonus paid or payable to Executive in respect of the three calendar years immediately preceding the year in which termination occurs. In the event Executive’s termination occurs after the end of a calendar year, but before a bonus earned in that calendar year has been paid, the Company shall pay such bonus to Executive in addition to the amount otherwise payable under this paragraph (a) as soon as administratively practicable six (6) months after Executive’s termination of employment.

(b) Medical and Other Benefits Continuation. Executive shall be entitled to continuation of Company medical coverage for the full period provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) at Company expense. If eligible, Executive shall participate in retiree medical coverage of the Company on the same terms and conditions as apply to TCF employees generally. Executive shall also be entitled to continuation of all other benefits after employment termination as provided by the benefit plans or by law; provided that, if Executive obtains new employment with comparable benefits during the applicable continuation period, all entitlements under this paragraph shall cease. Nothing in this paragraph shall be construed as providing Executive with coverage under any plan of Employer to which Executive would not otherwise be entitled and in the event any coverage is unavailable, e.g. if Executive is uninsurable, Employer’s obligations under this paragraph may be satisfied by paying to the Executive the cost of such coverage if it were available, as determined in good faith by the Company.

(c) Stock Incentives. Executive shall be entitled to such vesting or other benefits as are provided by the award agreement pertaining thereto.

(d) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement are intended to comply with IRC § 409A to the extent such arrangements are subject to that law.

4. Certain Additional Payments by the Company.

(a) Gross-Up Payment. Anything to the contrary notwithstanding, in the event it shall be determined that any payment, distribution or benefit made or provided by the Company (or any successor thereto) to or for the benefit of the Executive (whether pursuant to this Agreement or otherwise) (a “Payment”), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended, (the “Code”) or any interest or penalties with respect

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to such excise tax (such excise tax, together with any such interest and penalties, are collectively referred to as the “Excise Tax”), then the Company shall pay the Executive in cash an amount (the “Gross-Up Payment”) such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including but not limited to income taxes (and any interest and penalties imposed with respect thereto) and any additional Excise Tax, imposed upon the Gross-Up Payment, the Executive retains (after payment of such taxes, interest and penalties) an amount of the Gross-Up Payment equal to the Excise Tax imposed on the Payments. Any such Gross-Up Payments shall be made promptly, and in no event later than the end of the calendar year following the year in which the right to the Gross-Up Payment arises.

(b) Determination of Gross-Up Payment. Subject to paragraph 4(c) below, all determinations required to be made under this paragraph 4, including whether a Gross-Up Payment is required and the amount of the Gross-Up Payment, shall be made by the firm of independent

public accountants selected by the Company to audit its financial statements for the year immediately preceding the Change in Control (the "Accounting Firm") which shall provide detailed supporting calculations to the Company and the Executive within thirty (30) days after the Termination Date. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required under this paragraph 4 (which accounting firm shall then be referred to as the "Accounting Firm"). All fees and expenses of the Accounting Firm in connection with the work it performs pursuant to this paragraph 4 shall be promptly paid by the Company. A Gross-Up Payment (as determined pursuant to this paragraph 4) shall be paid by the Company to the Executive within five (5) days of the receipt of the Accounting Firm's determination. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive with a written opinion that failure to report the Excise Tax on the Executive's applicable federal income tax return would not result in the imposition of a negligence or a similar penalty. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm, it is possible that Gross-Up Payments which will not have been made by the Company should have been made ("Underpayment"). In the event that the Company exhausts its remedies pursuant to paragraph 4(c) below, and the Executive is thereafter required to make a payment of Excise Tax, the Accounting Firm shall promptly determine the amount of the Underpayment that has occurred and any such Underpayment shall be paid by the Company to the Executive within five (5) days after such determination.

(c) Contest. The Executive shall notify the Company in writing of any claim made by the Internal Revenue Service that, if successful, would require the Company to pay a Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten (10) business days after the Executive knows of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the thirty (30) day period following the date on which it gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Employee shall:

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(i) give the Company any information reasonably requested by the Company relating to such claim;

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, without limitation, accepting legal representation with respect to such claim by an attorney selected by the Company and reasonably acceptable to the Executive;

(iii) cooperate with the Company in good faith in order effectively to contest such claim;

(iv) permit the Company to participate in any proceedings relating to such claim; provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this paragraph 4(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax, interest and penalties claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance, on an interest-free basis, the amount of such payment to the Executive together with any Excise Tax and income taxes imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) If, after the receipt by the Executive of an amount advanced by the Company pursuant to paragraph 4(c), the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of paragraph 4(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any income or other taxes applicable thereto and assessed on the Executive have been paid by the Executive from such refund). If, after the receipt by the Executive of an amount advanced by the Company pursuant to paragraph 4(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall be forgiven and

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shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

(e) Notwithstanding the foregoing provisions of this section 4, in the event that a reduction in Payments to Executive by \$10,000.00 or less would result in no Excise Tax being due from Executive, the Company shall reduce the Payments to Executive by the amount necessary to avoid any Excise Tax liability for the Executive.

5. No Non-Competition or Non-Solicitation Covenants. In the event Executive's employment ends during any period beginning six (6) months before a Change in Control and ending 24 months after a Change in Control, the Executive shall not be subject to any Non-competition

or Non-solicitation covenants that would otherwise apply to him.

6. Benefits in Lieu of Severance Pay Policy. The severance benefits provided for in paragraph 3 are in lieu of any benefits that would otherwise be provided to the Executive under the Company's severance pay policy and the Executive shall not be entitled to any benefits under the Company's severance pay policy.

7. Rights in the Event of Dispute. In the event of a dispute between the Company and the Executive regarding this Agreement, it is the intention of this Agreement that the dispute shall be resolved as expeditiously as possible, consistent with fairness to both sides, and that during pendency of the dispute the Executive and the Company shall be on equal footing, as follows:

(a) Arbitration. Any claim or dispute relating to the terms and performance of this Agreement, shall be resolved by binding private arbitration before three arbitrators and any award rendered by any arbitration panel, or a majority thereof, may be filed and a judgment obtained in any court having jurisdiction over the parties unless the relief granted in the award is delivered within ten (10) days of the award. Either party may request arbitration by written notice to the other party. Within thirty (30) days of receipt of such notice by the opposing party, each party shall appoint a disinterested arbitrator and the two arbitrators selected thereby shall appoint a third neutral arbitrator; in the event the two arbitrators cannot agree upon the third arbitrator within ten (10) days after their appointment, then the neutral arbitrator shall be appointed by the Chief Judge of Hennepin County (Minnesota) District Court. Any arbitration proceeding conducted hereunder shall be in the City of Minneapolis and shall follow the procedures set forth in the Rules of Commercial Arbitration of the American Arbitration Association, and both sides shall cooperate in as expeditious a resolution of the proceeding as is reasonable under the circumstances. The arbitration panel shall have the power to enter any relief it deems fair and just on any claim, including interim and final equitable relief, along with any procedural order that is reasonable under the circumstances.

(b) Expenses of Prosecution/Defense of Claim. During the pendency of a dispute between the Company and the Executive relating to the terms or performance of this Agreement, the Company shall promptly pay the Executive's reasonable expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in

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dispute or in the dispute proceeding itself, and (ii) no claim for expenses of representation shall be submitted by the Executive or any person acting on his behalf unless made in writing to the Board of Directors within 90 days after receipt of billing for such representation. Any such payment shall be made promptly, and in any event no later than the end of the calendar year following the year in which the expense was incurred.

8. Other Benefits. The benefits provided under this Agreement shall, except to the extent otherwise specifically provided herein, be in addition to, and not in derogation or diminution of, any benefits that Executive or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company, or its subsidiaries, except that there shall be no double payment under this Agreement and any employment agreement between Company and Executive.

9. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform its obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform them if no succession had taken place unless, in the opinion of legal counsel mutually acceptable to the Company and the Executive, such obligations have been assumed by the successor as a matter of law. The Executive's rights under this Agreement shall inure to the benefit of, and shall be enforceable by, the Executive's legal representative or other successors in interest, but shall not otherwise be assignable or transferable.

10. Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision or application.

11. Survival. The rights and obligations of the parties pursuant to this Agreement shall survive the termination of the Executive's employment with the Company to the extent that any performance is required hereunder after such termination.

12. Notices. All notices under this Agreement shall be in writing and shall be deemed effective when delivered in person (in the Company's case, to its Secretary) or 48 hours after deposit thereof in the U.S. mails, postage prepaid, addressed, in the case of the Executive, to his last known address as carried on the personnel records of the Company and, in the case of the Company, to the corporate headquarters, attention of the Secretary, or to such other address as the party to be notified may specify by written notice to the other party.

13. Term. The term of this Agreement shall commence on the date it is signed and shall continue in effect for as long as Executive is employed by the Company (or any successor thereof).

14. Amendments and Construction. This Agreement may only be amended in a writing signed by the parties hereto. This Agreement shall be construed under the laws of the State of Minnesota. Paragraph headings are for convenience only and shall not be considered a part of the terms and provisions of the Agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

TCF FINANCIAL CORPORATION

ATTEST:

By: /s/ Gregory J. Pulles
Gregory J. Pulles

/s/ Neil W. Brown
President and Chief Operating Officer

Its: Vice Chairman, General Counsel and
Secretary

WITNESS:

/s/ Joseph T. Green

/s/ Lynn A. Nagorske
Lynn A. Nagorske

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Section 8: EX-10.(G)5 (EX-10.(G)5)

Exhibit 10(g)-5

CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT made and entered into as of January 1, 2008 between TCF FINANCIAL CORPORATION, a Delaware Corporation (“TCF Financial” or the “Company”) and Neil Brown, President and Chief Operating Officer, (the “Executive”) as an amendment and restatement of the prior agreement dated January 1, 2006.

RECITALS:

WHEREAS, the Company and Executive have previously executed an agreement (the “Prior Agreement”);

WHEREAS, the Board of Directors of the Company believes it is imperative to diminish the inevitable distraction of the Executive by virtue of the personal uncertainties and risks created by any pending or threatened Change in Control (as defined below) of the Company;

WHEREAS, as a result of the enactment of Internal Revenue Code (“IRC”) § 409A, the Company and the Executive desire to amend the Agreement in order to insure that payments under this Agreement qualify for the Short Term Deferral and/or the Separation Pay Plan exception outlined in Treas. Reg. § 1.409A-1(b)(4) and § 1.409A-1(b)(9), respectively, or are “permissible payments” under Treas. Reg. § 1.409A-3, and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) Change in Control. A “Change in Control” shall be deemed to have occurred if, prior to the expiration of this Agreement:

(i) during any period of two (2) consecutive years individuals who at the beginning of such period constitute the Board of Directors of TCF Financial cease for any reason to constitute a majority thereof, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved; or

(ii) any “person”, as defined in sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) is or becomes the “beneficial owner” as defined in Rule 13d-3 under the Exchange Act, directly or indirectly, of securities of TCF Financial representing fifty percent (50%) or more of the combined voting power of TCF Financial’s then outstanding securities, except for any securities purchased by a TCF employee benefit plan or trust and any person who becomes a fifty percent (50%) beneficial owner solely as a result of stock repurchases by TCF Financial; or

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(iii) the shareholders of TCF Financial approve a merger or consolidation of TCF Financial with any other corporation, other than a merger or consolidation which would result in the voting securities of TCF Financial outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of TCF Financial or such surviving entity outstanding immediately after such merger or consolidation, or the shareholders of TCF Financial approve a plan of complete liquidation of TCF Financial or an agreement for the sale or disposition by TCF Financial of all or substantially all TCF Financial’s assets; provided, however, that no Change in Control will be deemed to have occurred if such merger, consolidation, sale or disposition of assets, or liquidation is not subsequently consummated.

The date of any Change in Control shall be deemed to be the date on which it is consummated.

(b) Good Reason. By following the procedure set forth in this paragraph, the Executive shall have the right to terminate the Executive's employment with the Company for "Good Reason" in the event there is (i) any material diminution in the scope of the Executive's authority and responsibility (provided, however, in the event of any illness or injury which disables the Executive from performing the Executive's duties, the Company may reassign the Executive's duties to one or more other employees until the Executive is able to perform such duties); (ii) a material diminution in the Executive's base compensation (salary, bonus opportunity, benefits or perquisites as in effect before the Change in Control); (iii) a material diminution in the authority, duties, responsibilities of the supervisor to whom the Executive is required to report; (iv) a material diminution in the budget over which the Executive retains authority; (v) a material change in geographic location at which the Executive must perform the services; or (vi) any other action or inaction that constitutes a material breach by the Company of the Executive's employment agreement under which the Executive provides services. In the event the Executive proposes to terminate his employment for Good Reason under this paragraph, the Executive shall first provide written notice to the Company of the existence of the condition described as Good Reason not less than 90 days after the initial existence of the condition. The Company will have an opportunity to correct any curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than thirty (30) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within thirty (30) days after the expiration of the time so fixed within which to correct such situation (but not more than two years after the initial existence of the Good Reason), give written notice to the Company that his employment is terminated for Good Reason effective forthwith.

(c) Termination Date. "Termination Date" means the date on which the Executive's employment with the Company is terminated.

2. Termination of this Agreement for "Cause" by the Company.

(a) Termination of this Agreement for "Cause" applies in the event the Executive: (i) has engaged in willful and recurring misconduct in not following the legitimate directions of the Board of Directors of the Company after fair warning or breached any non-competition or non-

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solicitation covenant to which Executive is subject; (ii) has been convicted of a felony and all appeals from such conviction have been exhausted; (iii) has engaged in habitual drunkenness; (iv) has been excessively absent from work which absence is not related to disability, illness, sick leave or vacations; or (v) has engaged in continuous conflicts of interest between his personal interests and the interests of the Company after fair warning.

(b) Notice of Right to Cure. If the Company proposes to terminate its obligations hereunder for Cause under paragraph 2(a), the Company shall give written notice to the Executive specifying the reasons for such proposed determination with particularity and specifying a cure the Company deems appropriate, and, in the case of a termination for Cause under paragraphs 2(a)(i), (iii), (iv), or (v) the Executive shall have a reasonable opportunity to correct any curable situation to the reasonable satisfaction of the Board of Directors of the Company, which period shall be no less than fifteen (15) days from the Executive's receipt of the notice of proposed termination. Notwithstanding the foregoing, this Agreement shall not be terminated for Cause unless and until there shall be delivered to the Executive a copy of the resolution duly adopted by the affirmative vote of not less than the majority of the members of the Board of Directors of the Company at a meeting called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his legal counsel, to be heard before the Board of Directors) finding that, in the opinion of the Company's Board of Directors, the Executive has engaged in conduct justifying a termination of this Agreement for Cause.

3. Termination of Employment Upon Change in Control – Severance Payments. In the event of a Change in Control, if: (1) the Executive terminates his or her employment for any reason by giving the Company notice within the 30-day period immediately preceding the first anniversary of the closing date of the Change in Control; or (2) within the six (6) months before or twenty-four (24) months after the occurrence of such Change in Control (i) the Executive terminates employment for Good Reason, or (ii) the Executive's employment is terminated by the Company without Cause (as defined herein), provided that the Executive's termination results in a complete cessation of services for the Company and that no payment is due in the event of termination of employment by reason of death or disability; then the Executive shall be entitled to the following severance benefits (which benefits in either case are referred to as the "Termination Payments"):

(a) Base Salary and Annual Bonus. The Company shall pay the Executive, no later than 30 days after Executive's termination of employment, in a single sum, an amount equal to two times the sum of (x) the Executive's annual salary at the time of termination; and (y) the average Annual Bonus paid or payable to Executive in respect of the three calendar years immediately preceding the year in which termination occurs. In the event Executive's termination from employment occurs after the end of a calendar year, but before a bonus earned in that calendar year has been paid, the Company shall pay such bonus to Executive in addition to the amount otherwise payable under this paragraph (a) promptly but no later than 2 ½ months after the end of the calendar year in which bonus was earned.

(b) Medical and Other Benefits Continuation. Executive shall be entitled to continuation of Company medical coverage for the full period provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") at Company expense. If eligible,

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Executive shall participate in retiree medical coverage of the Company on the same terms and conditions as apply to TCF employees generally. Executive shall also be entitled to continuation of all other benefits after employment termination as provided by the benefit plans or by law; provided that, if Executive obtains new employment with comparable benefits during the applicable continuation period, all entitlements under this paragraph shall cease. Nothing in this paragraph shall be construed as providing Executive with coverage under any plan of Employer to which Executive would not otherwise be entitled and in the event any coverage is unavailable, e.g. if Executive is uninsurable, Employer's obligations

under this paragraph may be satisfied by paying to the Executive the cost of such coverage if it were available, as determined in good faith by the Company.

(c) Stock Incentives. Executive shall be entitled to such vesting or other benefits as are provided by the award agreement pertaining thereto.

(d) Section 409A of the Internal Revenue Code and the Regulations Thereunder. The arrangements described in this Agreement, are intended to be either exempt from, or permissible payments under, IRC § 409A, and the regulations thereunder.

4. Certain Additional Payments by the Company.

(a) Gross-Up Payment. Anything to the contrary notwithstanding, in the event it shall be determined that any payment, distribution or benefit made or provided by the Company (or any successor thereto) to or for the benefit of the Executive (whether pursuant to this Agreement or otherwise) (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended, (the "Code") or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are collectively referred to as the "Excise Tax"), then the Company shall pay the Executive in cash an amount (the "Gross-Up Payment") such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including but not limited to income taxes (and any interest and penalties imposed with respect thereto) and any additional Excise Tax, imposed upon the Gross-Up Payment, the Executive retains (after payment of such taxes, interest and penalties) an amount of the Gross-Up Payment equal to the Excise Tax imposed on the Payments. Any such Gross-Up Payments shall be made promptly, and in no event later than the end of the calendar year following the year in which the right to Gross-Up Payment arises.

(b) Determination of Gross-Up Payment. Subject to paragraph 4(c) below, all determinations required to be made under this paragraph 4, including whether a Gross-Up Payment is required and the amount of the Gross-Up Payment, shall be made by the firm of independent public accountants selected by the Company to audit its financial statements for the year immediately preceding the Change in Control (the "Accounting Firm") which shall provide detailed supporting calculations to the Company and the Executive within thirty (30) days after the Termination Date. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required under this paragraph 4 (which accounting firm shall then be referred to as the "Accounting Firm"). All fees and expenses of the Accounting Firm in connection with the work it performs pursuant to this paragraph 4 shall

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be promptly paid by the Company. A Gross-Up Payment (as determined pursuant to this paragraph 4) shall be paid by the Company to the Executive within five (5) days of the receipt of the Accounting Firm's determination. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive with a written opinion that failure to report the Excise Tax on the Executive's applicable federal income tax return would not result in the imposition of a negligence or a similar penalty. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm, it is possible that Gross-Up Payments which will not have been made by the Company should have been made ("Underpayment"). In the event that the Company exhausts its remedies pursuant to paragraph 4(c) below, and the Executive is thereafter required to make a payment of Excise Tax, the Accounting Firm shall promptly determine the amount of the Underpayment that has occurred and any such Underpayment shall be paid by the Company to the Executive within five (5) days after such determination.

(c) Contest. The Executive shall notify the Company in writing of any claim made by the Internal Revenue Service that, if successful, would require the Company to pay a Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten (10) business days after the Executive knows of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the thirty (30) day period following the date on which it gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Employee shall:

(i) give the Company any information reasonably requested by the Company relating to such claim;

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, without limitation, accepting legal representation with respect to such claim by an attorney selected by the Company and reasonably acceptable to the Executive;

(iii) cooperate with the Company in good faith in order effectively to contest such claim;

(iv) permit the Company to participate in any proceedings relating to such claim; provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this paragraph 4(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax,

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interest and penalties claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute

such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance, on an interest-free basis, the amount of such payment to the Executive together with any Excise Tax and income taxes imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) If, after the receipt by the Executive of an amount advanced by the Company pursuant to paragraph 4(c), the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of paragraph 4(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any income or other taxes applicable thereto and assessed on the Executive have been paid by the Executive from such refund). If, after the receipt by the Executive of an amount advanced by the Company pursuant to paragraph 4(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

5. Covenant Not to Compete; Non-Solicitation Covenant.

(a) Covenant Not to Compete. While Executive is actively employed by the Company and, in the event of a termination of employment for any reason after a Change in Control, for a period of one year after such termination of the Executive's employment, the Executive agrees that he will not directly or indirectly substantially compete with the Company or the TCF Subsidiaries; provided, that this covenant shall in no event be enforceable for any time period that Executive did not receive severance benefits hereunder. The Executive shall be deemed to be substantially competing with the Company and the TCF Subsidiaries if, without the prior written approval of the Board of Directors of the Company, he becomes an officer, employee, agent, partner, director or owner of a ten (10) percent or greater equity interest of any company (or its affiliated companies) which engages in any types of business in which the Company or the TCF Subsidiaries are engaged at the time of employment termination and such competing entity operates within a 50 mile radius of any location operated by the Company or any TCF Subsidiary.

(b) Non-Solicitation Covenant. While the Executive is actively employed with the Company and, in the event of a termination of employment for any reason after a Change in

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Control, for a period of one year after the Executive's termination of employment, the Executive agrees that, except with the prior written permission of the Board of Directors of the Company, he will not offer to hire, entice away, or in any manner attempt to persuade any officer, employee, or agent of the Company or any of the TCF subsidiaries to discontinue his or her relationship with the Company or any of the TCF Subsidiaries nor will he directly or indirectly solicit, divert, take away or attempt to solicit any business of the Company or any of its subsidiaries as to which Executive has acquired any knowledge during the term of his employment with the Company; provided, that this covenant shall in no event be enforceable for any time period that Executive did not receive severance benefits hereunder.

(c) Remedies. If the Executive commits a breach, or threatens to commit a breach, of any of the provisions of this paragraph 5, the Company shall have the following rights and remedies, in addition to any rights and remedies otherwise available at law or equity after the Company has notified the Executive of the specific conduct or threatened conflict which it deems in violation of this paragraph 5 and given the Executive a reasonable opportunity to cease and desist:

(i) The right and remedy to have the provisions of this paragraph 5 specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed by the Executive that any such breach or threatened breach will cause irreparable injury to the Company and the TCF Subsidiaries and that money damages will not provide an adequate remedy to the Company and the TCF Subsidiaries; and

(ii) The right and remedy to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments, or other benefits, other than those payable under this Agreement, derived or received by the Executive or the enterprise in competition with the Company or any of the TCF Subsidiaries as the result of any transactions constituting a breach of any part of this paragraph 5, and Executive agrees to account for and pay over to the Company such amounts promptly upon demand therefore.

6. Benefits in Lieu of Severance Pay Policy. The severance benefits provided for in paragraph 3 are in lieu of any benefits that would otherwise be provided to the Executive under the Company's severance pay policy and the Executive shall not be entitled to any benefits under the Company's severance pay policy.

7. Rights in the Event of Dispute. In the event of a dispute between the Company and the Executive regarding this Agreement, it is the intention of this Agreement that the dispute shall be resolved as expeditiously as possible, consistent with fairness to both sides, and that during pendency of the dispute the Executive and the Company shall be on equal footing, as follows:

(a) Arbitration. Any claim or dispute relating to the terms and performance of this Agreement, shall be resolved by binding private arbitration before three arbitrators and any award rendered by any arbitration panel, or a majority thereof, may be filed and a judgment obtained in any court having jurisdiction over the parties unless the relief granted in the award is delivered within ten (10) days of the award. Either party may request arbitration by written notice to the other

party. Within thirty (30) days of receipt of such notice by the opposing party, each party shall appoint a disinterested arbitrator and the two arbitrators selected thereby shall appoint a third neutral arbitrator; in the event the two arbitrators cannot agree upon the third arbitrator within ten (10) days after their appointment, then the neutral arbitrator shall be appointed by the Chief Judge of Hennepin County (Minnesota) District Court. Any arbitration proceeding conducted hereunder shall be in the City of Minneapolis and shall follow the procedures set forth in the Rules of Commercial Arbitration of the American Arbitration Association, and both sides shall cooperate in as expeditious a resolution of the proceeding as is reasonable under the circumstances. The arbitration panel shall have the power to enter any relief it deems fair and just on any claim, including interim and final equitable relief, along with any procedural order that is reasonable under the circumstances.

(b) Expenses of Prosecution/Defense of Claim. During the pendency of a dispute between the Company and the Executive relating to the terms or performance of this Agreement, the Company shall promptly pay the Executive's reasonable expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim for expenses of representation shall be submitted by the Executive or any person acting on his behalf unless made in writing to the Board of Directors within 90 days after receipt of billing for such representation. Any such payment shall be made promptly, and in any event no later than the end of the calendar year following the year in which the expense was incurred.

8. Other Benefits. The benefits provided under this Agreement shall, except to the extent otherwise specifically provided herein, be in addition to, and not in derogation or diminution of, any benefits that Executive or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company, or its subsidiaries, except that there shall be no double payment under this Agreement and any employment agreement between Company and Executive.

9. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform its obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform them if no succession had taken place unless, in the opinion of legal counsel mutually acceptable to the Company and the Executive, such obligations have been assumed by the successor as a matter of law. The Executive's rights under this Agreement shall inure to the benefit of, and shall be enforceable by, the Executive's legal representative or other successors in interest, but shall not otherwise be assignable or transferable.

10. Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision or application.

11. Survival. The rights and obligations of the parties pursuant to this Agreement shall survive the termination of the Executive's employment with the Company to the extent that any performance is required hereunder after such termination.

12. Notices. All notices under this Agreement shall be in writing and shall be deemed effective when delivered in person (in the Company's case, to its Secretary) or 48 hours after deposit thereof in the U.S. mails, postage prepaid, addressed, in the case of the Executive, to his last known address as carried on the personnel records of the Company and, in the case of the Company, to the corporate headquarters, attention of the Secretary, or to such other address as the party to be notified may specify by written notice to the other party.

13. Term. The term of this Agreement shall commence on the date it is signed and shall continue in effect for as long as Executive is employed by the Company (or any successor thereof).

14. Amendments and Construction. This Agreement may only be amended in a writing signed by the parties hereto. This Agreement shall be construed under the laws of the State of Minnesota. Paragraph headings are for convenience only and shall not be considered a part of the terms and provisions of the Agreement.

15. No Guarantee of Employment; Prior Severance Contract Superseded. This Agreement shall not be construed as any guarantee or obligation of continuing employment on the part of the Company or Executive. This Agreement supersedes and replaces any prior Change in Control contract or severance contract between Company and Executive.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

TCF FINANCIAL CORPORATION

ATTEST:

By: /s/ Lynn A. Nagorske
Lynn A. Nagorske

/s/ Gregory J. Pulles
Vice Chairman, General Counsel
and Secretary

Its: Chief Executive Officer

WITNESS:

/s/ Joseph T. Green

/s/ Neil W. Brown
Neil W. Brown

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Section 9: EX-10.(G)6 (EX-10.(G)6)

Exhibit 10(g)-6

CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT made and entered into as of January 1, 2008 between TCF FINANCIAL CORPORATION, a Delaware Corporation ("TCF Financial" or the "Company") and Name, Title Position, (the "Executive") as an amendment and restatement of the prior agreement dated January 1, 2006.

R E C I T A L S:

WHEREAS, the Company and Executive have previously executed an agreement (the "Prior Agreement");

WHEREAS, the Board of Directors of the Company believes it is imperative to diminish the inevitable distraction of the Executive by virtue of the personal uncertainties and risks created by any pending or threatened Change in Control (as defined below) of the Company;

WHEREAS, as a result of the enactment of Internal Revenue Code ("IRC") § 409A, the Company and the Executive desire to amend the Agreement in order to insure that payments under this Agreement qualify for the Short Term Deferral and/or the Separation Pay Plan exception outlined in Treas. Reg. § 1.409A-1(b)(4) and § 1.409A-1(b)(9), respectively, or are "permissible payments" under Treas. Reg. § 1.409A-3, and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) Change in Control. A "Change in Control" shall be deemed to have occurred if, prior to the expiration of this Agreement:

(i) during any period of two (2) consecutive years individuals who at the beginning of such period constitute the Board of Directors of TCF Financial cease for any reason to constitute a majority thereof, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved; or

(ii) any "person", as defined in sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act") is or becomes the "beneficial owner" as defined in Rule 13d-3 under the Exchange Act, directly or indirectly, of securities of TCF Financial representing fifty percent (50%) or more of the combined voting power of TCF Financial's then outstanding securities, except for any securities purchased by a TCF employee benefit plan or trust and any person who becomes a fifty percent (50%) beneficial owner solely as a result of stock repurchases by TCF Financial; or

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(iii) the shareholders of TCF Financial approve a merger or consolidation of TCF Financial with any other corporation, other than a merger or consolidation which would result in the voting securities of TCF Financial outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of TCF Financial or such surviving entity outstanding immediately after such merger or consolidation, or the shareholders of TCF Financial approve a plan of complete liquidation of TCF Financial or an agreement for the sale or disposition by TCF Financial of all or substantially all TCF Financial's assets; provided, however, that no Change in Control will be deemed to have occurred if such merger, consolidation, sale or disposition of assets, or liquidation is not subsequently consummated.

The date of any Change in Control shall be deemed to be the date on which it is consummated.

(b) Good Reason. By following the procedure set forth in this paragraph, the Executive shall have the right to terminate the Executive's employment with the Company for "Good Reason" in the event there is (i) any material diminution in the scope of the Executive's authority and responsibility (provided, however, in the event of any illness or injury which disables the Executive from performing the Executive's duties, the Company may reassign the Executive's duties to one or more other employees until the Executive is able to perform such duties); (ii) a material diminution in the Executive's base compensation (salary, bonus opportunity, benefits or perquisites as in effect before the Change in Control); (iii) a material diminution in the authority, duties, responsibilities of the supervisor to whom the Executive is required to report; (iv) a material diminution in the budget over which the Executive retains authority; (v) a material change in geographic location at which the Executive

must perform the services; or (vi) any other action or inaction that constitutes a material breach by the Company of the Executive's employment agreement under which the Executive provides services. In the event the Executive proposes to terminate his employment for Good Reason under this paragraph, the Executive shall first provide written notice to the Company of the existence of the condition described as Good Reason not less than 90 days after the initial existence of the condition. The Company will have an opportunity to correct any curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than thirty (30) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within thirty (30) days after the expiration of the time so fixed within which to correct such situation (but not more than two years after the initial existence of the Good Reason), give written notice to the Company that his employment is terminated for Good Reason effective forthwith.

(c) Termination Date. "Termination Date" means the date on which the Executive's employment with the Company is terminated.

2. Termination of this Agreement for "Cause" by the Company.

(a) Termination of this Agreement for "Cause" applies in the event the Executive: (i) has engaged in willful and recurring misconduct in not following the legitimate directions of the Board of Directors of the Company after fair warning or breached any non-competition or non-

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solicitation covenant to which Executive is subject; (ii) has been convicted of a felony and all appeals from such conviction have been exhausted; (iii) has engaged in habitual drunkenness; (iv) has been excessively absent from work which absence is not related to disability, illness, sick leave or vacations; or (v) has engaged in continuous conflicts of interest between his personal interests and the interests of the Company after fair warning.

(b) Notice of Right to Cure. If the Company proposes to terminate its obligations hereunder for Cause under paragraph 2(a), the Company shall give written notice to the Executive specifying the reasons for such proposed determination with particularity and specifying a cure the Company deems appropriate, and, in the case of a termination for Cause under paragraphs 2(a)(i), (iii), (iv), or (v) the Executive shall have a reasonable opportunity to correct any curable situation to the reasonable satisfaction of the Board of Directors of the Company, which period shall be no less than fifteen (15) days from the Executive's receipt of the notice of proposed termination. Notwithstanding the foregoing, this Agreement shall not be terminated for Cause unless and until there shall be delivered to the Executive a copy of the resolution duly adopted by the affirmative vote of not less than the majority of the members of the Board of Directors of the Company at a meeting called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his legal counsel, to be heard before the Board of Directors) finding that, in the opinion of the Company's Board of Directors, the Executive has engaged in conduct justifying a termination of this Agreement for Cause.

3. Termination of Employment Upon Change in Control – Severance Payments. In the event of a Change in Control, if: (1) the Executive terminates his or her employment for any reason by giving the Company notice within the 30-day period immediately preceding the first anniversary of the closing date of the Change in Control; or (2) within the six (6) months before or twenty-four (24) months after the occurrence of such Change in Control (i) the Executive terminates employment for Good Reason, or (ii) the Executive's employment is terminated by the Company without Cause (as defined herein), provided that the Executive's termination results in a complete cessation of services for the Company and that no payment is due in the event of termination of employment by reason of death or disability; then the Executive shall be entitled to the following severance benefits (which benefits in either case are referred to as the "Termination Payments"):

(a) Base Salary and Annual Bonus. The Company shall pay the Executive, no later than 30 days after Executive's termination of employment, in a single sum, an amount equal to two times the sum of (x) the Executive's annual salary at the time of termination; and (y) the average Annual Bonus paid or payable to Executive in respect of the three calendar years immediately preceding the year in which termination occurs. In the event Executive's termination from employment occurs after the end of a calendar year, but before a bonus earned in that calendar year has been paid, the Company shall pay such bonus to Executive in addition to the amount otherwise payable under this paragraph (a) promptly but no later than 2 ½ months after the end of the calendar year in which bonus was earned.

(b) Medical and Other Benefits Continuation. Executive shall be entitled to continuation of Company medical coverage for the full period provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") at Company expense. If eligible,

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Executive shall participate in retiree medical coverage of the Company on the same terms and conditions as apply to TCF employees generally. Executive shall also be entitled to continuation of all other benefits after employment termination as provided by the benefit plans or by law; provided that, if Executive obtains new employment with comparable benefits during the applicable continuation period, all entitlements under this paragraph shall cease. Nothing in this paragraph shall be construed as providing Executive with coverage under any plan of Employer to which Executive would not otherwise be entitled and in the event any coverage is unavailable, e.g. if Executive is uninsurable, Employer's obligations under this paragraph may be satisfied by paying to the Executive the cost of such coverage if it were available, as determined in good faith by the Company.

(c) Stock Incentives. Executive shall be entitled to such vesting or other benefits as are provided by the award agreement pertaining thereto.

(d) Section 409A of the Internal Revenue Code and the Regulations Thereunder. The arrangements described in this Agreement, are intended to be either exempt from, or permissible payments under, IRC § 409A, and the regulations thereunder.

4. Certain Additional Payments by the Company.

(a) Gross-Up Payment. Anything to the contrary notwithstanding, in the event it shall be determined that any payment, distribution or benefit made or provided by the Company (or any successor thereto) to or for the benefit of the Executive (whether pursuant to this Agreement or otherwise) (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended, (the "Code") or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are collectively referred to as the "Excise Tax"), then the Company shall pay the Executive in cash an amount (the "Gross-Up Payment") such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including but not limited to income taxes (and any interest and penalties imposed with respect thereto) and any additional Excise Tax, imposed upon the Gross-Up Payment, the Executive retains (after payment of such taxes, interest and penalties) an amount of the Gross-Up Payment equal to the Excise Tax imposed on the Payments. Any such Gross-Up Payments shall be made promptly, and in no event later than the end of the calendar year following the year in which the right to Gross-Up Payment arises.

(b) Determination of Gross-Up Payment. Subject to paragraph 4(c) below, all determinations required to be made under this paragraph 4, including whether a Gross-Up Payment is required and the amount of the Gross-Up Payment, shall be made by the firm of independent public accountants selected by the Company to audit its financial statements for the year immediately preceding the Change in Control (the "Accounting Firm") which shall provide detailed supporting calculations to the Company and the Executive within thirty (30) days after the Termination Date. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required under this paragraph 4 (which accounting firm shall then be referred to as the "Accounting Firm"). All fees and expenses of the Accounting Firm in connection with the work it performs pursuant to this paragraph 4 shall

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be promptly paid by the Company. A Gross-Up Payment (as determined pursuant to this paragraph 4) shall be paid by the Company to the Executive within five (5) days of the receipt of the Accounting Firm's determination. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive with a written opinion that failure to report the Excise Tax on the Executive's applicable federal income tax return would not result in the imposition of a negligence or a similar penalty. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm, it is possible that Gross-Up Payments which will not have been made by the Company should have been made ("Underpayment"). In the event that the Company exhausts its remedies pursuant to paragraph 4(c) below, and the Executive is thereafter required to make a payment of Excise Tax, the Accounting Firm shall promptly determine the amount of the Underpayment that has occurred and any such Underpayment shall be paid by the Company to the Executive within five (5) days after such determination.

(c) Contest. The Executive shall notify the Company in writing of any claim made by the Internal Revenue Service that, if successful, would require the Company to pay a Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten (10) business days after the Executive knows of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the thirty (30) day period following the date on which it gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Employee shall:

- (i) give the Company any information reasonably requested by the Company relating to such claim;
- (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, without limitation, accepting legal representation with respect to such claim by an attorney selected by the Company and reasonably acceptable to the Executive;
- (iii) cooperate with the Company in good faith in order effectively to contest such claim;
- (iv) permit the Company to participate in any proceedings relating to such claim; provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this paragraph 4(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax,

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interest and penalties claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance, on an interest-free basis, the amount of such payment to the Executive together with any Excise Tax and income taxes imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) If, after the receipt by the Executive of an amount advanced by the Company pursuant to paragraph 4(c), the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of paragraph 4(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any income or other taxes applicable thereto and assessed on the Executive have been paid by the Executive from such refund). If, after the receipt by the Executive of an amount advanced by the Company pursuant to paragraph 4(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

5. Covenant Not to Compete; Non-Solicitation Covenant.

(a) Covenant Not to Compete. While Executive is actively employed by the Company and, in the event of a termination of employment for any reason after a Change in Control, for a period of one year after such termination of the Executive's employment, the Executive agrees that he will not directly or indirectly substantially compete with the Company or the TCF Subsidiaries; provided, that this covenant shall in no event be enforceable for any time period that Executive did not receive severance benefits hereunder. The Executive shall be deemed to be substantially competing with the Company and the TCF Subsidiaries if, without the prior written approval of the Board of Directors of the Company, he becomes an officer, employee, agent, partner, director or owner of a ten (10) percent or greater equity interest of any company (or its affiliated companies) which engages in any types of business in which the Company or the TCF Subsidiaries are engaged at the time of employment termination and such competing entity operates within a 50 mile radius of any location operated by the Company or any TCF Subsidiary.

(b) Non-Solicitation Covenant. While the Executive is actively employed with the Company and, in the event of a termination of employment for any reason after a Change in

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Control, for a period of one year after the Executive's termination of employment, the Executive agrees that, except with the prior written permission of the Board of Directors of the Company, he will not offer to hire, entice away, or in any manner attempt to persuade any officer, employee, or agent of the Company or any of the TCF subsidiaries to discontinue his or her relationship with the Company or any of the TCF Subsidiaries nor will he directly or indirectly solicit, divert, take away or attempt to solicit any business of the Company or any of its subsidiaries as to which Executive has acquired any knowledge during the term of his employment with the Company; provided, that this covenant shall in no event be enforceable for any time period that Executive did not receive severance benefits hereunder.

(c) Remedies. If the Executive commits a breach, or threatens to commit a breach, of any of the provisions of this paragraph 5, the Company shall have the following rights and remedies, in addition to any rights and remedies otherwise available at law or equity after the Company has notified the Executive of the specific conduct or threatened conflict which it deems in violation of this paragraph 5 and given the Executive a reasonable opportunity to cease and desist:

(i) The right and remedy to have the provisions of this paragraph 5 specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed by the Executive that any such breach or threatened breach will cause irreparable injury to the Company and the TCF Subsidiaries and that money damages will not provide an adequate remedy to the Company and the TCF Subsidiaries; and

(ii) The right and remedy to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments, or other benefits, other than those payable under this Agreement, derived or received by the Executive or the enterprise in competition with the Company or any of the TCF Subsidiaries as the result of any transactions constituting a breach of any part of this paragraph 5, and Executive agrees to account for and pay over to the Company such amounts promptly upon demand therefore.

6. Benefits in Lieu of Severance Pay Policy. The severance benefits provided for in paragraph 3 are in lieu of any benefits that would otherwise be provided to the Executive under the Company's severance pay policy and the Executive shall not be entitled to any benefits under the Company's severance pay policy.

7. Rights in the Event of Dispute. In the event of a dispute between the Company and the Executive regarding this Agreement, it is the intention of this Agreement that the dispute shall be resolved as expeditiously as possible, consistent with fairness to both sides, and that during pendency of the dispute the Executive and the Company shall be on equal footing, as follows:

(a) Arbitration. Any claim or dispute relating to the terms and performance of this Agreement, shall be resolved by binding private arbitration before three arbitrators and any award rendered by any arbitration panel, or a majority thereof, may be filed and a judgment obtained in any court having jurisdiction over the parties unless the relief granted in the award is delivered within ten (10) days of the award. Either party may request arbitration by written notice to the other

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party. Within thirty (30) days of receipt of such notice by the opposing party, each party shall appoint a disinterested arbitrator and the two arbitrators selected thereby shall appoint a third neutral arbitrator; in the event the two arbitrators cannot agree upon the third arbitrator within ten (10) days after their appointment, then the neutral arbitrator shall be appointed by the Chief Judge of Hennepin County (Minnesota) District Court. Any arbitration proceeding conducted hereunder shall be in the City of Minneapolis and shall follow the procedures set forth in the Rules of Commercial Arbitration of the American Arbitration Association, and both sides shall cooperate in as expeditious a resolution of the proceeding as

is reasonable under the circumstances. The arbitration panel shall have the power to enter any relief it deems fair and just on any claim, including interim and final equitable relief, along with any procedural order that is reasonable under the circumstances.

(b) Expenses of Prosecution/Defense of Claim. During the pendency of a dispute between the Company and the Executive relating to the terms or performance of this Agreement, the Company shall promptly pay the Executive's reasonable expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim for expenses of representation shall be submitted by the Executive or any person acting on his behalf unless made in writing to the Board of Directors within 90 days after receipt of billing for such representation. Any such payment shall be made promptly, and in any event no later than the end of the calendar year following the year in which the expense was incurred.

8. Other Benefits. The benefits provided under this Agreement shall, except to the extent otherwise specifically provided herein, be in addition to, and not in derogation or diminution of, any benefits that Executive or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company, or its subsidiaries, except that there shall be no double payment under this Agreement and any employment agreement between Company and Executive.

9. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform its obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform them if no succession had taken place unless, in the opinion of legal counsel mutually acceptable to the Company and the Executive, such obligations have been assumed by the successor as a matter of law. The Executive's rights under this Agreement shall inure to the benefit of, and shall be enforceable by, the Executive's legal representative or other successors in interest, but shall not otherwise be assignable or transferable.

10. Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision or application.

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11. Survival. The rights and obligations of the parties pursuant to this Agreement shall survive the termination of the Executive's employment with the Company to the extent that any performance is required hereunder after such termination.

12. Notices. All notices under this Agreement shall be in writing and shall be deemed effective when delivered in person (in the Company's case, to its Secretary) or 48 hours after deposit thereof in the U.S. mails, postage prepaid, addressed, in the case of the Executive, to his last known address as carried on the personnel records of the Company and, in the case of the Company, to the corporate headquarters, attention of the Secretary, or to such other address as the party to be notified may specify by written notice to the other party.

13. Term. The term of this Agreement shall commence on the date it is signed and shall continue in effect for as long as Executive is employed by the Company (or any successor thereof).

14. Amendments and Construction. This Agreement may only be amended in a writing signed by the parties hereto. This Agreement shall be construed under the laws of the State of Minnesota. Paragraph headings are for convenience only and shall not be considered a part of the terms and provisions of the Agreement.

15. No Guarantee of Employment; Prior Severance Contract Superseded. This Agreement shall not be construed as any guarantee or obligation of continuing employment on the part of the Company or Executive. This Agreement supersedes and replaces any prior Change in Control contract or severance contract between Company and Executive.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

TCF FINANCIAL CORPORATION

ATTEST:

By: _____
Lynn A. Nagorske

Its: Chief Executive Officer

President and Chief Operating Officer

WITNESS:

[Name]

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Section 10: EX-10.(G)7 (EX-10.(G)7)

Exhibit 10(g)-7

CHANGE IN CONTROL AND NON-SOLICITATION AGREEMENT

THIS AGREEMENT made and entered into as of January 1, 2008 between TCF FINANCIAL CORPORATION, a Delaware Corporation (“TCF Financial” or the “Company”) and Name (the “Executive”), Position Title, as an amendment and restatement of the prior agreement dated January 1, 2006.

RECITALS:

WHEREAS, the Company and Executive have previously executed an agreement (the “Prior Agreement”);

WHEREAS, the Board of Directors of the Company believes it is imperative to diminish the inevitable distraction of the Executive by virtue of the personal uncertainties and risks created by any pending or threatened Change in Control (as defined below) of the Company; and

WHEREAS, as a result of the enactment of Internal Revenue Code (“IRC”) § 409A, the Company and the Executive desire to amend the Agreement in order to insure that payments under this Agreement qualify for the Short Term Deferral and/or the Separation Pay Plan exception outlined in Treas. Reg. § 1.409A-1(b)(4) and § 1.409A-1(b)(9), respectively, or are “permissible payments” under Treas. Reg. § 1.409A-3,

NOW, THEREFORE, in consideration of the mutual premises and agreements set forth herein, the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) Change in Control. A “Change in Control” shall be deemed to have occurred if, prior to the expiration of this Agreement:

(i) during any period of two (2) consecutive years individuals who at the beginning of such period constitute the Board of Directors of TCF Financial cease for any reason to constitute a majority thereof, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved; or

(ii) any “person”, as defined in sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the “Exchange Act”) is or becomes the “beneficial owner” as defined in Rule 13d-3 under the Exchange Act, directly or indirectly, of securities of TCF Financial representing fifty percent (50%) or more of the combined voting power of TCF Financial’s then outstanding securities, except for any securities purchased by a TCF

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employee benefit plan or trust and any person who becomes a fifty percent (50%) beneficial owner solely as a result of stock repurchases by TCF Financial; or

(iii) the shareholders of TCF Financial approve a merger or consolidation of TCF Financial with any other corporation, other than a merger or consolidation which would result in the voting securities of TCF Financial outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of TCF Financial or such surviving entity outstanding immediately after such merger or consolidation, or the shareholders of TCF Financial approve a plan of complete liquidation of TCF Financial or an agreement for the sale or disposition by TCF Financial of all or substantially all TCF Financial’s assets; provided, however, that no Change in Control will be deemed to have occurred if such merger, consolidation, sale or disposition of assets, or liquidation is not subsequently consummated.

The date of any Change in Control shall be deemed to be the date on which it is consummated.

(b) Good Reason. By following the procedure set forth in this paragraph, the Executive shall have the right to terminate the Executive’s employment with the Company for “Good Reason” in the event there is (i) any material diminution in the scope of the Executive’s authority and responsibility (provided, however, in the event of any illness or injury which disables the Executive from performing the Executive’s duties, the Company may reassign the Executive’s duties to one or more other employees until the Executive is able to perform such duties); (ii) a material diminution in the Executive’s base compensation (salary, bonus opportunity, benefits or perquisites as in effect before the Change in Control); (iii) a material diminution in the authority, duties, responsibilities of the supervisor to whom the Executive is required to report; (iv) a material diminution in the budget over which the Executive retains authority ; (v) a material change in geographic location at which the Executive must perform the services; or (vi) any other action or inaction that constitutes a material breach by the Company of the Executive’s employment agreement under which the Executive provides services. In the event the Executive proposes to terminate his employment for Good Reason under this paragraph, the Executive shall first provide written notice to the Company of the existence of the condition described as Good Reason not less than 90 days after the initial existence of the condition. The Company will have an opportunity to correct any curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than thirty (30) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within thirty (30) days after the expiration of the time so fixed within which to correct such situation (but not more than two years after the initial existence of the Good Reason), give written notice to the

Company that his employment is terminated for Good Reason effective forthwith.

(c) Termination Date. “Termination Date” means the date on which the Executive’s employment with the Company is terminated.

2. Termination of this Agreement for “Cause” by the Company.

(a) Termination of this Agreement for “Cause” applies in the event the Executive: (i)

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has engaged in willful and recurring misconduct in not following the legitimate directions of the Board of Directors of the Company after fair warning or breached any non-competition or non-solicitation covenant to which Executive is subject; (ii) has been convicted of a felony and all appeals from such conviction have been exhausted; (iii) has engaged in habitual drunkenness; (iv) has been excessively absent from work which absence is not related to disability, illness, sick leave or vacations; or (v) has engaged in continuous conflicts of interest between his personal interests and the interests of the Company after fair warning.

(b) Notice of Right to Cure. If the Company proposes to terminate its obligations hereunder for Cause under paragraph 2(a), the Company shall give written notice to the Executive specifying the reasons for such proposed determination with particularity and specifying a cure the Company deems appropriate, and, in the case of a termination for Cause under paragraphs 2(a)(i), (iii), (iv), or (v) the Executive shall have a reasonable opportunity to correct any curable situation to the reasonable satisfaction of the Board of Directors of the Company, which period shall be no less than fifteen (15) days from the Executive’s receipt of the notice of proposed termination. Notwithstanding the foregoing, this Agreement shall not be terminated for Cause unless and until there shall be delivered to the Executive a copy of the resolution duly adopted by the affirmative vote of not less than the majority of the members of the Board of Directors of the Company at a meeting called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his legal counsel, to be heard before the Board of Directors) finding that, in the opinion of the Company’s Board of Directors, the Executive has engaged in conduct justifying a termination of this Agreement for Cause.

3. Termination of Employment Upon Change in Control – Severance Payments. In the event of a Change in Control, if: (1) the Executive terminates his or her employment for any reason by giving the Company notice within the 30-day period immediately preceding the first anniversary of the closing date of the Change in Control; or (2) within the six (6) months before or twenty-four (24) months after the occurrence of such Change in Control (i) the Executive terminates employment for Good Reason, or (ii) the Executive’s employment is terminated by the Company without Cause (as defined herein), provided that the Executive’s termination results in a complete cessation of services for the Company and that no payment is due in the event of termination of employment by reason of death or disability; then the Executive shall be entitled to the following severance benefits (which benefits in either case are referred to as the “Termination Payments”):

(a) Base Salary and Annual Bonus. The Company shall pay the Executive, no later than 30 days after Executive’s termination of employment, in a single sum, an amount equal to two times the sum of (x) the Executive’s annual salary at the time of termination; and (y) the average Annual Bonus paid or payable to Executive in respect of the three calendar years immediately preceding the year in which termination occurs. In the event Executive’s termination from employment occurs after the end of a calendar year, but before a bonus earned in that calendar year has been paid, the Company shall pay such bonus to Executive in addition to the amount otherwise payable under this paragraph (a) promptly but no later than 2 ½ months after the end of the calendar year which the bonus was earned.

(b) Medical and Other Benefits Continuation. Executive shall be entitled to

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continuation of Company medical coverage for the full period provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) at Company expense. If eligible, Executive shall participate in retiree medical coverage of the Company on the same terms and conditions as apply to TCF employees generally. Executive shall also be entitled to continuation of all other benefits after employment termination as provided by the benefit plans or by law; provided that, if Executive obtains new employment with comparable benefits during the applicable continuation period, all entitlements under this paragraph shall cease. Nothing in this paragraph shall be construed as providing Executive with coverage under any plan of Employer to which Executive would not otherwise be entitled and in the event any coverage is unavailable, e.g. if Executive is uninsurable, Employer’s obligations under this paragraph may be satisfied by paying to the Executive the cost of such coverage if it were available, as determined in good faith by the Company.

(c) Stock Incentives. Executive shall be entitled to such vesting or other benefits as are provided by the award agreement pertaining thereto.

(d) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement, are intended to be either exempt from, or permissible payments under, IRC § 409A, and the regulations thereunder.

4. Certain Additional Payments by the Company.

(a) Gross-Up Payment. Anything to the contrary notwithstanding, in the event it shall be determined that any payment, distribution or benefit made or provided by the Company (or any successor thereto) to or for the benefit of the Executive (whether pursuant to this Agreement or otherwise) (a “Payment”), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended, (the “Code”) or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are collectively referred to as the “Excise Tax”), then the Company shall pay the Executive in cash an amount (the “Gross-Up Payment”) such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including but not limited to income taxes (and any

interest and penalties imposed with respect thereto) and any additional Excise Tax, imposed upon the Gross-Up Payment, the Executive retains (after payment of such taxes, interest and penalties) an amount of the Gross-Up Payment equal to the Excise Tax imposed on the Payments. Any such Gross-Up Payments shall be made promptly, and in no event later than the end of the calendar year following the year in which the right to Gross-Up Payment arises.

(b) Determination of Gross-Up Payment. Subject to paragraph 4(c) below, all determinations required to be made under this paragraph 4, including whether a Gross-Up Payment is required and the amount of the Gross-Up Payment, shall be made by the firm of independent public accountants selected by the Company to audit its financial statements for the year immediately preceding the Change in Control (the "Accounting Firm") which shall provide detailed supporting calculations to the Company and the Executive within thirty (30) days after the Termination Date. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Executive shall appoint another nationally recognized accounting firm to make the determinations required under this paragraph 4

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(which accounting firm shall then be referred to as the "Accounting Firm"). All fees and expenses of the Accounting Firm in connection with the work it performs pursuant to this paragraph 4 shall be promptly paid by the Company. A Gross-Up Payment (as determined pursuant to this paragraph 4) shall be paid by the Company to the Executive within five (5) days of the receipt of the Accounting Firm's determination. If the Accounting Firm determines that no Excise Tax is payable by the Executive, it shall furnish the Executive with a written opinion that failure to report the Excise Tax on the Executive's applicable federal income tax return would not result in the imposition of a negligence or a similar penalty. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm, it is possible that Gross-Up Payments which will not have been made by the Company should have been made ("Underpayment"). In the event that the Company exhausts its remedies pursuant to paragraph 4(c) below, and the Executive is thereafter required to make a payment of Excise Tax, the Accounting Firm shall promptly determine the amount of the Underpayment that has occurred and any such Underpayment shall be paid by the Company to the Executive within five (5) days after such determination.

(c) Contest. The Executive shall notify the Company in writing of any claim made by the Internal Revenue Service that, if successful, would require the Company to pay a Gross-Up Payment. Such notification shall be given as soon as practicable but no later than ten (10) business days after the Executive knows of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the thirty (30) day period following the date on which it gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Employee shall:

- (i) give the Company any information reasonably requested by the Company relating to such claim;
- (ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, without limitation, accepting legal representation with respect to such claim by an attorney selected by the Company and reasonably acceptable to the Executive;
- (iii) cooperate with the Company in good faith in order effectively to contest such claim;
- (iv) permit the Company to participate in any proceedings relating to such claim; provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax, including interest and penalties with respect thereto, imposed as a result of such representation and payment of costs and expenses. Without limitation on the foregoing provisions of this paragraph 4(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forego any and all

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administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax, interest and penalties claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance, on an interest-free basis, the amount of such payment to the Executive together with any Excise Tax and income taxes imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

(d) If, after the receipt by the Executive of an amount advanced by the Company pursuant to paragraph 4(c), the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of paragraph 4(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any income or other taxes applicable thereto and assessed on the Executive have been paid by the Executive from such refund). If, after the receipt by the Executive of an amount advanced by the Company pursuant to paragraph 4(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the

amount of such advance shall offset, to the extent thereof, the amount of the Gross-Up Payment required to be paid.

5. Non-Solicitation Covenant.

(a) Non-Solicitation Covenant. While the Executive is actively employed with the Company and, in the event of a termination of employment for any reason after a Change in Control, for a period of one year after the Executive's termination of employment, the Executive agrees that, except with the prior written permission of the Board of Directors of the Company, he will not offer to hire, entice away, or in any manner attempt to persuade any officer, employee, or agent of the Company or any of the TCF subsidiaries to discontinue his or her relationship with the Company or any of the TCF Subsidiaries nor will he directly or indirectly solicit, divert, take away or attempt to solicit any business of the Company or any of its subsidiaries as to which Executive has acquired any knowledge during the term of his employment with the Company; provided, that this covenant shall in no event be enforceable for any time period that Executive did not receive severance benefits hereunder.

(b) Remedies. If the Executive commits a breach, or threatens to commit a breach, of any of the provisions of this paragraph 5, the Company shall have the following rights and

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remedies, in addition to any rights and remedies otherwise available at law or equity after the Company has notified the Executive of the specific conduct or threatened conflict which it deems in violation of this paragraph 5 and given the Executive a reasonable opportunity to cease and desist:

(i) The right and remedy to have the provisions of this paragraph 5 specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed by the Executive that any such breach or threatened breach will cause irreparable injury to the Company and the TCF Subsidiaries and that money damages will not provide an adequate remedy to the Company and the TCF Subsidiaries; and

(ii) The right and remedy to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments, or other benefits, other than those payable under this Agreement, derived or received by the Executive or the enterprise in competition with the Company or any of the TCF Subsidiaries as the result of any transactions constituting a breach of any part of this paragraph 5, and Executive agrees to account for and pay over to the Company such amounts promptly upon demand therefore.

6. Benefits in Lieu of Severance Pay Policy. The severance benefits provided for in paragraph 3 are in lieu of any benefits that would otherwise be provided to the Executive under the Company's severance pay policy and the Executive shall not be entitled to any benefits under the Company's severance pay policy.

7. Rights in the Event of Dispute. In the event of a dispute between the Company and the Executive regarding this Agreement, it is the intention of this Agreement that the dispute shall be resolved as expeditiously as possible, consistent with fairness to both sides, and that during pendency of the dispute the Executive and the Company shall be on equal footing, as follows:

(a) Arbitration. Any claim or dispute relating to the terms and performance of this Agreement, shall be resolved by binding private arbitration before three arbitrators and any award rendered by any arbitration panel, or a majority thereof, may be filed and a judgment obtained in any court having jurisdiction over the parties unless the relief granted in the award is delivered within ten (10) days of the award. Either party may request arbitration by written notice to the other party. Within thirty (30) days of receipt of such notice by the opposing party, each party shall appoint a disinterested arbitrator and the two arbitrators selected thereby shall appoint a third neutral arbitrator; in the event the two arbitrators cannot agree upon the third arbitrator within ten (10) days after their appointment, then the neutral arbitrator shall be appointed by the Chief Judge of Hennepin County (Minnesota) District Court. Any arbitration proceeding conducted hereunder shall be in the City of Minneapolis and shall follow the procedures set forth in the Rules of Commercial Arbitration of the American Arbitration Association, and both sides shall cooperate in as expeditious a resolution of the proceeding as is reasonable under the circumstances. The arbitration panel shall have the power to enter any relief it deems fair and just on any claim, including interim and final equitable relief, along with any procedural order that is reasonable under the circumstances.

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(b) Expenses of Prosecution/Defense of Claim. During the pendency of a dispute between the Company and the Executive relating to the terms or performance of this Agreement, the Company shall promptly pay the Executive's reasonable expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim for expenses of representation shall be submitted by the Executive or any person acting on his behalf unless made in writing to the Board of Directors within 90 days after receipt of billing for such representation. Any such payment shall be made promptly, and in any event no later than the end of the calendar year following the year in which the expense was incurred.

8. Other Benefits. The benefits provided under this Agreement shall, except to the extent otherwise specifically provided herein, be in addition to, and not in derogation or diminution of, any benefits that Executive or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company, or its subsidiaries, except that there shall be no double payment under this Agreement and any employment agreement between Company and Executive.

9. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform its obligations under

this Agreement in the same manner and to the same extent that the Company would be required to perform them if no succession had taken place unless, in the opinion of legal counsel mutually acceptable to the Company and the Executive, such obligations have been assumed by the successor as a matter of law. The Executive's rights under this Agreement shall inure to the benefit of, and shall be enforceable by, the Executive's legal representative or other successors in interest, but shall not otherwise be assignable or transferable.

10. Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid or unenforceable provision or application.

11. Survival. The rights and obligations of the parties pursuant to this Agreement shall survive the termination of the Executive's employment with the Company to the extent that any performance is required hereunder after such termination.

12. Notices. All notices under this Agreement shall be in writing and shall be deemed effective when delivered in person (in the Company's case, to its Secretary) or 48 hours after deposit thereof in the U.S. mails, postage prepaid, addressed, in the case of the Executive, to his last known address as carried on the personnel records of the Company and, in the case of the Company, to the corporate headquarters, attention of the Secretary, or to such other address as the party to be notified may specify by written notice to the other party.

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13. Term. The term of this Agreement shall commence on the date it is signed and shall continue in effect for as long as Executive is employed by the Company (or any successor thereof).

14. Amendments and Construction. This Agreement may only be amended in a writing signed by the parties hereto. This Agreement shall be construed under the laws of the State of Minnesota. Paragraph headings are for convenience only and shall not be considered a part of the terms and provisions of the Agreement.

15. No Guarantee of Employment; Prior Severance Contract Superseded. This Agreement shall not be construed as any guarantee or obligation of continuing employment on the part of the Company or Executive. This Agreement supersedes and replaces any prior Change in Control contract or severance contract between Company and Executive.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

TCF FINANCIAL CORPORATION

ATTEST:

By: _____
Lynn A. Nagorske

Its: Chief Executive Officer

Vice Chairman, General Counsel
and Secretary

WITNESS:

[Name]

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