
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):

July 31, 2008



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

(IRS Employer Identification No.)

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

(Address of principal executive offices)

(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 July 31, 2008, TCF Financial Corporation (the "Company") entered into an amended and restated employment agreement with Mr. William A. Cooper, who was re-elected Chief Executive Officer of the Company effective July 26, 2008. The employment agreement provides for an initial term beginning July 31, 2008 and ending on January 1, 2012, with automatic one year term renewals thereafter unless Mr. Cooper or the Company elects not to renew it. The employment agreement provides for stock and option awards in lieu of salary and a cash bonus and also includes non-competition and non-solicitation covenants. Attached hereto and incorporated herein by reference as Exhibit 10(e)-11, is Mr. Cooper's amended and restated employment agreement.

On July 31, 2008, an independent sub-committee of the Compensation Committee of the Board of Directors (the "Committee") of the Company approved a stock option grant ("the grant") in the amount of 800,000 shares to Mr. Cooper. The option is performance-based, within the meaning of Internal Revenue Code section 162(m), and was awarded under the Amended and Restated TCF Financial Incentive Stock Program (the "Incentive Stock Program"). Fifty percent of the option shares will vest and become exercisable on January 1, 2011 and the remaining fifty percent of the option shares will vest and become exercisable on January 1, 2012. In the event Mr. Cooper terminates employment due to retirement, voluntary resignation, or the Company terminates his employment for cause, as defined in the grant, any unvested options at termination will be forfeited. In the event Mr. Cooper terminates employment as a result of death or disability, prorated portions of the options will become exercisable on the applicable vesting dates. If Mr. Cooper terminates employment for good reason or the Company terminates him without cause, both as defined in the grant, then Mr. Cooper will retain all of the options, subject to the applicable vesting dates. In the event of a change in control (as defined) prior to January 1, 2012, all unvested options will immediately vest. Mr. Cooper's Nonqualified Stock Option Agreement is attached hereto as Exhibit 10(b)-11 and is incorporated herein by reference.

On July 31, 2008, the Committee approved an award of 450,000 shares of restricted stock to Mr. Cooper. The shares awarded are performance-based, within the meaning of Internal Revenue Code section 162(m), and were awarded under the Incentive Stock Program. Pursuant to the Restricted Stock Agreement effective July 31, 2008, vesting of the Award is contingent upon the following: (i) 150,000 shares will vest on January 1, 2010, if the Company achieves a return of average equity ("ROE") of 15% or greater for fiscal year 2009; (ii) 150,000 shares will vest on January 1, 2011, if the company achieves an ROE of 15% or greater for fiscal year 2010, and additionally, if the Company's average ROE is 15% or greater for fiscal years 2009 and 2010, all shares not previously vested, up to 300,000 shares, will vest on January 1, 2011; and (iii) 150,000 shares will vest on January 1, 2012, if the Company achieves an ROE of 15% or greater for fiscal year 2011, and additionally, if the Company's average ROE is 15% or greater for fiscal years 2009, 2010 and 2011, all shares not previously vested will vest on January 1, 2012. No cash or non-cash dividends will be paid on these restricted shares until after they vest. In the event Mr. Cooper terminates employment due to retirement, voluntary resignation, or if the Company terminates him for cause, as defined in the award, any unvested shares at the time of termination will be forfeited. In the event Mr. Cooper terminates employment due to death or disability, a prorated number of shares will vest on the applicable vesting date, subject to the attainment of the ROE goals set forth above. If Mr. Cooper terminates employment for good reason or the Company terminates his employment without cause, both as defined in the award, then Mr. Cooper will be entitled to any unvested shares at the time of his termination, subject to the applicable vesting dates and attainment of the ROE goals. In the event of a change in control (as defined) prior to January 31, 2012, all unvested shares under the award will vest. Mr. Cooper's Restricted Stock Agreement is attached hereto as Exhibit 10(b)-12 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10(b)-11#	Nonqualified Stock Option Agreement as executed by Mr. Cooper, effective July 31, 2008
10(b)-12#	Restricted Stock Agreement as executed by Mr. Cooper, effective July 31, 2008
10(e)-11#	Amended and Restated Employment Agreement between William A. Cooper and TCF Financial Corporation dated July 31, 2008

#herein filed

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

/s/ William A. Cooper
William A. Cooper,
Chairman and Chief Executive Officer

/s/ Thomas F. Jasper

Thomas F. Jasper, Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

/s/ David M. Stautz

David M. Stautz, Senior Vice President,
Controller and Assistant Treasurer
(Principal Accounting Officer)

Dated: August 6, 2008

3

[\(Back To Top\)](#)

Section 2: EX-10.(B)-11 (EX-10.(B)-11)

Exhibit 10(b)-11

TCF FINANCIAL INCENTIVE STOCK PROGRAM

NONQUALIFIED STOCK OPTION AGREEMENT

NQO No. 33

This option is granted on July 31, 2008 by TCF Financial Corporation (“TCF Financial” or “Company”) to William A. Cooper (the “Optionee”) in accordance with the terms and conditions set forth in this Nonqualified Stock Option Agreement (the “Agreement”):

1. Option Grant, Vesting and Exercise Period.

a. TCF Financial hereby grants to the Optionee an Option (the “Option”) to purchase, pursuant to the TCF Financial Stock Incentive Program (the “Plan”), and upon the terms and conditions therein and hereinafter set forth, up to but not exceeding in the aggregate 800,000 shares (the “Option Shares”) of common stock of TCF Financial at an exercise price of \$12.85 per share. A copy of the Plan, as currently in effect, is incorporated herein by reference and is attached hereto.

b. This Option shall be exercisable only during the period (“Exercise Period”) commencing on the date of grant of this Option and ending at 5:00 p.m., Minneapolis, Minnesota time, on the date ten years and one day after the date of grant of this Option, such time and date being hereinafter referred to as the “Expiration Date.” This Option shall become exercisable (“vest”) with respect to fifty percent (50%) of the Option Shares on January 1, 2011 and with respect to the remaining fifty percent (50%) of the Option Shares on January 1, 2012, except as may be otherwise provided under paragraphs 5 and 9 of this Agreement. Once the Option has vested, it may be exercised, in whole or in part, at any time and from time to time during the remainder of the Exercise Period, provided that the total percentage vesting under this Agreement shall never in any event exceed 100% of the Option Shares.

2. Method of Exercise of this Option. To the extent it is exercisable under subparagraph 1.b of this Agreement, this Option may be exercised during the Exercise Period by giving written notice to TCF Financial specifying the number of Option Shares to be purchased. The notice must be in the form prescribed by the committee referred to in section 2 of the Plan or its successor (the “Committee”) and directed to the address set forth in paragraph 12 below. The date of exercise is the date on which such notice is received by TCF Financial. Such notice must be accompanied by payment in full for the Option Shares to be purchased upon such exercise. Payment shall be made either (i) in cash, which may be in the form of a check, bank draft, or money order payable to TCF Financial, or (ii) if the Committee shall have previously approved such form of payment, by delivering shares of Common Stock already owned by the Optionee having a “Fair Market Value” (as defined in the Plan as in effect on the date of the grant of this Option) on the date of exercise equal to the applicable exercise price, or (iii) if the Committee shall have previously approved such form of payment, a combination of cash and such already-owned shares or (iv) if the Committee shall have previously approved a cashless exercise program, the Optionee may also exercise the Option in accordance with a cashless exercise program by electing to have withheld

from shares of Common Stock otherwise issuable to Optionee upon exercise of the Option a number of shares of Common Stock whose “Fair Market Value” (as defined in the Plan) on the date of exercise is equal to the applicable exercise price. Promptly after such payment, subject to paragraph 3 below, TCF Financial shall issue and deliver to the Optionee or other person exercising this Option a certificate or certificates representing the shares of Common Stock so purchased, registered in the name of the Optionee (or such other person), or, upon request, in the name of the Optionee (or other person) and in the name of another jointly with right of survivorship.

3. Delivery and Registration of Shares of Common Stock. TCF Financial’s obligation to deliver shares of Common Stock hereunder

shall, if the Committee so requests, be conditioned upon the receipt of a representation as to the investment intention of the Optionee or any other person to whom such shares are to be delivered, in such form as the Committee shall determine to be necessary or advisable to comply with the provisions of the Securities Act of 1933, as amended, or any other Federal, state, or local securities law or regulation. In requesting any such representation, it may be provided that such representation requirement shall become inoperative upon a registration of such shares or other action eliminating the necessity of such representation under such Securities Act or other securities law or regulation. TCF Financial shall not be required to deliver any shares upon exercise of the Option prior to (i) the admission of such shares to listing on any stock exchange or system on which the shares of Common Stock may then be listed, and (ii) the completion of such registration or other qualification of such shares under any state or Federal law, rule, or regulation, as the Committee shall determine to be necessary or advisable.

4. Non-transferability of this Option. This Option may not be assigned, encumbered, or transferred except, in the event of the death of the Optionee, by will or the laws of descent and distribution to the extent provided in paragraph 5 below. This Option is exercisable during the Optionee's lifetime only by the Optionee. The provisions of the Option shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto, the successors and assigns of TCF Financial, and any person to whom this Option is transferred by will or by the laws of descent and distribution.

5. Termination of Service or Death of the Optionee.

a. Except as otherwise provided in subparagraphs b., c., or d. of this paragraph 5 or in paragraph 9, if prior to January 1, 2012, the Optionee shall cease to be employed as a result of retirement, voluntary resignation or termination by the Company for Cause, the Optionee may exercise this Option but only during the Exercise Period set forth in paragraph 1.b and only to the extent the Option was vested at the date of such termination. Option Shares that have not vested as of the date of such termination shall thereupon expire. For purposes of this Agreement, termination for Cause includes one or more of the following: (1) engaging in willful and recurring misconduct in not following the legitimate directions of the Board of Directors of the Company after fair warning; (2) conviction of a felony and all appeals from such conviction have been exhausted; (3) habitual drunkenness; (4) excessive absence from work which absence is not related to disability, illness, sick leave or vacations; or (5) engaging in continuous conflicts of interest between his personal interests and the interests of the Company after fair warning.

b. If prior to January 1, 2012, the Optionee shall cease to be employed due to

2

termination for Good Reason by the Optionee or termination without Cause by the Company, this Option shall not expire with respect to either vested or unvested Option Shares, and shall continue to be subject to the vesting and Exercise Period set forth in paragraph 1.b without the requirement that Optionee continue in the employ of the Company. For purposes of this Agreement, Good Reason termination includes one or more of the following: (1) any material diminution in the scope of the Optionee's authority and responsibility (provided, however, in the event of any illness or injury which disables the Optionee from performing the Optionee's duties, the Company may reassign the Optionee's duties to one or more other employees until the Optionee is able to perform such duties); (2) a material diminution in the Optionee's base compensation (salary, bonus opportunity, benefits or perquisites); (3) a material diminution in the authority, duties, responsibilities of the supervisor to whom the Optionee is required to report; (4) a material diminution in the budget over which the Optionee retains authority; (5) a material change in geographic location at which the Optionee must perform the services; (6) any other action or inaction that constitutes a material breach by the Company of the Optionee's employment agreement under which the Optionee provides services.

c. In the event of termination of employment due to disability (as determined by the Committee) or death after the date of grant but prior to January 1, 2012, a prorated portion of this Option shall not expire and shall continue to be subject to the vesting and Exercise Period set forth in paragraph 1.b without the requirement that Optionee continue in the employ of the Company. The prorated portion shall be equal to the sum of:

(1) the number of Option Shares (rounding up to the next highest whole share but not to exceed 50% of the Option Shares) obtained by multiplying (a) the number of Option Shares subject to this Option that would have vested on January 1, 2011 had such termination of employment not occurred by (b) a fraction, the *numerator* of which is the number of Optionee's full calendar months of Continuous Service from August 1, 2008 through the date of such termination; and the *denominator* of which is 29, provided, however, this clause (1) shall apply only if the event of termination occurs on a date prior to January 1, 2011; and

(2) the number of Option Shares (rounding up to the next highest whole share but not to exceed 50% of the aggregate Option Shares) obtained by multiplying (a) the number of Option Shares subject to this Option that would have vested on January 1, 2012 had such termination of employment not occurred by (b) a fraction, the *numerator* of which is the number of Optionee's full calendar months of Continuous Service from August 1, 2008 through the date of such termination; and the *denominator* of which is 41.

As to the remaining Option Shares that do not become exercisable based on the calculations in clauses (1) and (2) above, all rights under this Option shall expire immediately.

d. In the event of termination of employment for any reason after January 1, 2012, and during the Exercise Period, the Optionee (or in the case of death, the person to whom the Option has been transferred by will or by the laws of descent and distribution, to the extent the Optionee was entitled to exercise this Option immediately prior to such death) may exercise this Option at any time during the Exercise Period set forth in paragraph 1.b. Following the death of the

3

Optionee, the Committee may, as an alternative means of settlement of this Option, elect to pay to the person to whom this Option is transferred by will or by the laws of descent and distribution the amount by which the Fair Market Value (as defined in the Plan) of a share of Common Stock on the date of exercise of this Option shall exceed the Exercise Price per Option Share, multiplied by the number of Option Shares with respect to which this Option is properly exercised. Any such settlement of this Option shall be considered an exercise of this Option for all purposes of this Option and of the Plan.

6. No Notice of Sale. The Optionee or any person to whom the Option or the Option Shares shall have been transferred by will or by the laws of descent and distribution shall not be required to give notice to TCF Financial in the event of the sale or other disposition of Option Shares subsequent to exercise of the Option, except to the extent the Optionee is required to report transactions in TCF Financial common stock in general.

7. Adjustments for Changes in Capitalization of TCF Financial. In the event of any change in the outstanding shares of Common Stock by reason of any reorganization, recapitalization, stock split, stock dividend, combination or exchange of shares, merger, consolidation, or any change in the corporate structure of TCF Financial or in the shares of Common Stock, the number and class of shares covered by this Option and the Exercise Price shall be appropriately adjusted by the Committee, whose determination shall be conclusive. Notwithstanding the foregoing, the Committee shall not make any modifications that would cause the Option to become subject to 409A of the Internal Revenue Code.

8. Effect of Merger. In the case of any merger, consolidation, or combination of TCF Financial with or into another corporation or other business organization (other than a merger, consolidation, or combination in which TCF Financial is the continuing entity and which does not result in the outstanding shares of Common Stock being converted into or exchanged for different securities, cash or other property, or any combination thereof), the Committee may authorize the issuance or assumption of Benefits (as defined in the Plan) as it may deem appropriate. Notwithstanding the foregoing, the Committee shall not make any modifications that would cause the Option to become subject to 409A of the Internal Revenue Code.

9. Effect of Change in Control. Each of the events specified in the following clauses (a) through (c) of this paragraph 9 shall be deemed a "change in control" of TCF Financial:

(a) 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 the Company representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities. For purposes of this clause (a), the term "beneficial owner" does not include any employee benefit plan maintained by the Company that invests in the Company's voting securities; or

(b) during any period of two (2) consecutive years (not including any period prior to the date on which the Plan was approved by the Company's Board of Directors) there shall cease to be a majority of the Company's Board of Directors ("Board")

4

comprised as follows: individuals who at the beginning of such period constitute the Board or new directors whose nomination for election by the Company's stockholders 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

(c) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 70% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all the Company'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.

This Option shall (to the extent it is not then exercisable) become exercisable in full upon the happening of a change in control and shall remain so exercisable until the Expiration Date, provided that (a) the provisions of this paragraph 9 shall not be deemed to cause this Option to be exercisable to the extent it has previously been exercised or otherwise terminated; and (b) the provisions of this paragraph 9 shall not cause this Option to become exercisable within six months after the date of grant if the Optionee is then subject to the restrictions of Section 16(b) of the Securities Exchange Act of 1934.

10. Stockholder Rights not Granted by this Option. The Optionee is not entitled by virtue hereof to any rights of a stockholder of TCF Financial or to notice of meetings of stockholders or to notice of any other proceedings of TCF Financial.

11. Withholding Tax. Where the Optionee or another person is entitled to receive Option Shares pursuant to the exercise of this Option, the Optionee may pay all or a portion of the federal, state and local taxes, including FICA withholding tax, or may direct TCF Financial or any of its affiliates to withhold the applicable taxes with respect to such Option Shares, or, in lieu thereof, to retain, or sell a sufficient number of such shares to cover the amount of withholding tax or in lieu of any of the foregoing, to withhold a sufficient sum from the Optionee's compensation to satisfy such tax withholding requirements. Notwithstanding the foregoing, TCF Financial's method of satisfying its withholding obligations shall be solely in the discretion of TCF Financial, subject to applicable federal, state, and local law.

1. Share Award. TCF Financial hereby awards the Grantee 450,000 shares (the “Shares”) of Common Stock, par value \$.01 per share (“Common Stock”) of TCF Financial pursuant to the TCF Financial Incentive Stock Program (the “Program”), upon the terms and conditions therein and hereinafter set forth. A copy of the Program as currently in effect is incorporated herein by reference and is attached hereto.
2. Restrictions on Transfer and Restricted Period.
 - (a) During the period (the “Restricted Period”) described in paragraph 2(b), the Shares may not be sold, assigned, transferred, pledged, or otherwise encumbered by the Grantee.
 - (b) The Shares will be subject to the restrictions in paragraph 2(a) during the Restricted Period commencing on the date of this Agreement (the “Commencement Date”) and (subject to the forfeiture provisions herein) continuing until the date specified in clauses (i), (ii) and (iii) below, on which date such restrictions will expire with respect to such Shares which shall then vest as follows:
 - (i) 150,000 Shares will vest and no longer be subject to the restrictions of the Restricted Period on January 1, 2010, if TCF Financial achieves a return on average equity (“ROE”) of 15% or greater for fiscal year 2009;
 - (ii) 150,000 Shares will vest and no longer be subject to the restrictions of the Restricted Period on January 1, 2011, if TCF Financial achieves an ROE of 15% or greater for fiscal year 2010. Additionally, if TCF achieves an ROE of 15% or greater based on the two-year average for fiscal years 2009 and 2010, then any Shares subject to the Restricted Period under subparagraph (b) (i) and this subparagraph (b)(ii) will vest on January 1, 2011 to the extent not previously vested;
 - (iii) 150,000 Shares will vest and no longer be subject to the restrictions of the Restricted Period on January 1, 2012, if TCF Financial achieves an ROE of 15% or greater for fiscal year 2011. Additionally, if TCF achieves an ROE of 15% or greater based on the three-year average for fiscal years 2009, 2010 and 2011, then any Shares subject to the Restricted Periods under subparagraphs (b)(i), (b)(ii) and this subparagraph (b)(iii) will vest on January 1, 2012 to the extent not previously

vested.

Notwithstanding the foregoing, any Shares under this paragraph 2(b) that have not vested by January 31, 2012, shall be forfeited and returned to TCF Financial. The determination of ROE growth achieved shall be made by the Committee as soon as practicable after January 1 following the applicable fiscal year but no later than January 31st of the following year.

The total Shares that can vest under this Agreement shall not exceed 450,000 Shares, subject to the adjustments referred to in paragraph 7.

3. Termination of Service
 - (a) Termination for Cause by the Company, Retirement or Voluntary Resignation.
 - (i) In the event the employment of Grantee is terminated by the Company for Cause (as defined in subparagraph 3(a) (ii) below), or Grantee retires or voluntarily terminates his employment with the Company without Good Reason (as defined in subparagraph 3(c)(ii) below), all Shares which have not vested and remain subject to the Restricted Period at the time of such event shall be forfeited and returned to TCF Financial.
 - (ii) For purposes of this Agreement, termination for Cause includes one or more of the following: (1) engaging in willful and recurring misconduct in not following the legitimate directions of the Board of Directors of the Company after fair warning; (2) conviction of a felony and all appeals from such conviction have been exhausted; (3) habitual drunkenness; (4) excessive absence from work which absence is not related to disability, illness, sick leave or vacations; or (5) engaging in continuous conflicts of interest between Grantee’s personal interests and the interests of the Company after fair warning.
 - (b) Termination of Service by Reason of Disability or Death. In the event of Grantee’s disability (as determined by the Committee) or death, the Grantee shall be entitled to a prorated number of Shares that remain subject to the Restricted Period at the time of such event; the determination of which shall be made in accordance with the terms and conditions set forth in paragraph 2(b), including without limitation the vesting schedule and achievement of ROE goals. The prorated amount shall equal: the number of Shares, if any, that vest under subparagraphs 2(b)(i), 2(b)(ii) and/or 2(b)(iii), multiplied by a fraction, the *numerator* of which is the number of full calendar months Grantee was employed by TCF Financial from August 1, 2008 through the date of such termination; and the *denominator* of which is 41. Any Shares subject to the Restricted Period on January 31, 2012 shall be forfeited and returned to the TCF Financial.
 - (c) Termination of Employment by Grantee for Good Reason or by Company without Cause.

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- (i) In the event Grantee terminates his employment with the Company for Good Reason or his employment with the Company is terminated by the Company without Cause, the Grantee shall be entitled to the Shares when, as and if they become vested in accordance with the terms and conditions set forth in paragraph 2(b) including without limitation the vesting schedule and achievement of ROE goals, without the requirement that Grantee continue in the employ of the Company. Any Shares which have not vested and are subject to the Restricted Period on January 31, 2012 shall be forfeited and returned to TCF Financial.
- (ii) For purposes of this Agreement, Good Reason termination includes one or more of the following: (1) any material diminution in the scope of the Grantee's authority and responsibility (provided, however, in the event of any illness or injury which disables the Grantee from performing the Grantee's duties, the Company may reassign the Grantee's duties to one or more other employees until the Grantee is able to perform such duties); (2) a material diminution in the Grantee's base compensation (salary, bonus opportunity, benefits or perquisites); (3) a material diminution in the authority, duties, responsibilities of the supervisor to whom the Grantee is required to report; (4) a material diminution in the budget over which the Grantee retains authority; (5) a material change in geographic location at which the Grantee must perform the services; (6) any other action or inaction that constitutes a material breach by the Company of the Grantee's employment agreement under which the Grantee provides services.
4. Certificates for Shares. TCF Financial may issue one or more certificates in respect of the Shares in the name of the Grantee, and shall hold such certificate(s) on deposit for the account of the Grantee until the expiration of the Restricted Period with respect to the Shares represented thereby. Certificate(s) for Shares subject to a Restricted Period shall bear the following legend:
- “The transferability of this certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture) contained in the TCF Financial Incentive Stock Program (the “Program”) and an agreement entered into between the registered owner and TCF Financial Corporation. Copies of such Program and agreement are on file in the offices of the Secretary of TCF Financial Corporation, 200 Lake Street East, Wayzata, MN 55391.”
- The Grantee further agrees that, if certificates are issued, simultaneously with the execution of this Agreement one or more stock powers shall be executed, endorsed in blank and promptly delivered to TCF Financial.
- If certificates are not issued, TCF Financial shall direct the transfer agent to issue and hold the Shares during the Restricted Period in an account where their transferability is subject to the restrictions set forth in paragraph 2(a) of this Agreement.

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5. Grantee's Rights. Except as otherwise provided herein, Grantee, as owner of the Shares, shall have all rights of a stockholder, including the right to vote the Shares. The Grantee hereby irrevocably and unconditionally assigns to TCF Financial any and all cash and non-cash dividends and other distributions paid with respect to the Shares during the Restricted Period.
6. Expiration of Restricted Period. Upon the expiration of the applicable Restricted Period with respect to the Shares, TCF Financial shall redeliver or deliver to the Grantee (or, if the Grantee is deceased, to his legal representative, beneficiary or heir) the certificate(s) in respect of the number of such Shares, without the restrictive legend provided for in paragraph 4 above, or re-register with the transfer agent the number of Shares which is not subject to the restrictions set forth in paragraph 2(a) of this Agreement.
7. Adjustments for Changes in Capitalization of TCF Financial. In the event of any change in the outstanding Common Stock of TCF Financial by reason of any reorganization, recapitalization, stock split, combination or exchange of shares, merger, consolidation or any change in the corporate structure of TCF Financial or in the shares of Common Stock, or in the event of any issuance of preferred stock or other change in the capital structure of TCF Financial which the Committee deems significant for purposes of this Agreement, the number and class of Shares covered by this Agreement as well as the ROE vesting and forfeiture provisions in paragraphs 2, shall be appropriately adjusted by the Committee, whose determination of the appropriate adjustment, or whose determination that there shall be no adjustment, shall be conclusive. Any Shares of Common Stock or other securities received, as a result of the foregoing, by the Grantee subject to the restrictions contained in paragraph 2(a) above also shall be subject to such restrictions and the certificate or other instruments representing or evidencing such Shares or securities shall be legended and deposited with TCF Financial or otherwise restricted by the transfer agent in the manner provided in paragraph 4 above.
8. Effect of Merger. In the case of any merger, consolidation, or combination of TCF Financial with or into another corporation or other business organization (other than a merger, consolidation, or combination in which TCF Financial is the continuing entity and which does not result in the outstanding shares of Common Stock being converted into or exchanged for different securities, cash or other property, or any combination thereof), the Committee may authorize the issuance or assumption of Benefits (as defined in the Program) as it may deem appropriate.
9. Effect of Change in Control. Each of the events specified in the following clauses (a) through (c) of this paragraph 9 shall be deemed a “change in control” of TCF Financial (herein referred to as the “Company”):
- (a) 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 the Company

representing fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities (for purposes of this clause (a), the term "beneficial owner" does not include any employee benefit plan maintained by the Company that invests in the Company's voting securities); or

4

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- (b) During any period of two (2) consecutive years there shall cease to be a majority of the Company's Board of Directors (the "Board") comprised as follows: individuals who at the beginning of such period constitute the Board of new directors whose nomination for election by the Company's stockholders 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
- (c) The stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all the Company's assets; provided, however, that no change in control will be deemed to have occurred until such merger, consolidation, sale or disposition of assets, or liquidation is subsequently consummated.

Subject to the six month holding requirement, if any, of Rule 16b-3 of the Securities and Exchange Commission but notwithstanding any other provision in this Program (including, but not limited to, paragraphs 2(b) and 4 of this Agreement) in the event of a change in control of TCF Financial, all terms and conditions of this Agreement shall be deemed satisfied, all the Shares awarded hereunder shall vest as of the date of such change in control and shall thereafter be administered as provided in paragraph 6 of this Agreement.

10. Delivery and Registration of Shares of Common Stock. TCF Financial's obligation to deliver Shares of Common Stock hereunder shall, if the Committee so requests, be conditioned upon the receipt of a representation as to the investment intention of the Grantee or any other person to whom such Shares are to be delivered, in such form as the Committee shall determine to be necessary or advisable to comply with the provisions of the Securities Act of 1933, as amended, or any other federal, state, or local securities law or regulation. It may be provided that any representation requirement shall become inoperative upon a registration of such Shares or other action eliminating the necessity of such representation under such Securities Act or other securities law or regulation. TCF Financial shall not be required to deliver any Shares under the Program prior to (i) the admission of such Shares to listing on any stock exchange on which the Common Stock may be listed, and (ii) the completion of such registration or other qualification of such Shares under state or federal law, rule, or regulation, as the Committee shall determine to be necessary or advisable.
11. Program and Program Interpretations as Controlling; Performance-Based Status. The Shares hereby awarded and the terms and conditions herein set forth are subject in all respects to the terms and conditions of the Program, which are controlling. All

5

determinations and interpretations of the Committee shall be binding and conclusive upon the Grantee or Grantee's legal representatives with regard to any question arising hereunder or under the Program. The Shares awarded hereunder are intended to qualify as performance-based compensation under section 162(m) of the Internal Revenue Code, the Program and the terms of this Agreement shall be construed in accordance with that intent.

12. Grantee Service. Nothing in this Agreement shall limit the right of TCF Financial or any of its affiliates to terminate the Grantee's service as a director, officer, or employee, or otherwise impose upon TCF Financial or any of its affiliates any obligation to employ or accept the services of the Grantee.
13. Grantee Acceptance. The Grantee shall signify acceptance of the terms and conditions of this Agreement by signing in the space provided below and signing the stock powers, as required under paragraph 4 above, and returning a signed copy hereof and of the stock powers to TCF Financial.
14. Section 409A of the Internal Revenue Code. The arrangements described in this Agreement are intended to comply with Section 409A of the Internal Revenue Code to the extent (if any) such arrangements are subject to that law.
15. Non-Competition and Non-Solicitation Obligations. The Grantee acknowledges that Grantee is subject to certain non-competition, non-solicitation and other obligations (the "Obligations") under separate contractual agreement(s) with TCF Financial or TCF National Bank. Grantee affirms that this Agreement and the Shares awarded hereunder constitute additional consideration for the Obligations, which Grantee hereby re-affirms as binding and enforceable obligations of the Grantee.

6

AGREEMENT to be executed as of the date first above written.

TCF FINANCIAL CORPORATION

By /s/ Gregory J. Pulles
Secretary and Vice Chairman

ACCEPTED:

/s/ William A. Cooper
Signature

(Street Address)

(City, State and Zip Code)

7

[\(Back To Top\)](#)

Section 4: EX-10.(E)-11 (EX-10.(E)-11)

Exhibit 10(e).11

AMENDED AND RESTATED AGREEMENT
WITH WILLIAM A. COOPER

THIS AGREEMENT is made and entered into as of July 31, 2008 between TCF FINANCIAL CORPORATION, a Delaware corporation (the "Company") and WILLIAM A. COOPER ("Cooper").

RECITALS:

WHEREAS, the Company is a bank holding company and Cooper is now and has been Chairman of the Board of the Company; and

WHEREAS, Cooper has been elected Chief Executive Officer of the Company effective July 26, 2008; and

WHEREAS, Cooper and the Company are parties to an agreement dated as of January 25, 2005 (the "Chairman's Agreement") and the Supplement to Chairman's Agreement dated as of January 25, 2005 (the "Supplement");

WHEREAS, Cooper and the Company wish to enter into this Agreement to provide for the amendment and restatement of the Chairman's Agreement and the Supplement effective as of the date hereof;

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

1. Employment and Duties. During the term of this Agreement as set forth in paragraph 2 below, Cooper shall be employed as Chief Executive Officer of the Company with overall responsibility for the business and affairs of the Company and Cooper's powers and authority shall be superior to those of any other officer or employee of the Company or its subsidiaries. If elected, Cooper also agrees to continue to serve as Chairman of the Board of Directors of the Company. In discharging such duties and responsibilities, Cooper 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, Cooper shall apply on a substantially 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 Cooper may have other business investments and participate in other business ventures which shall not interfere or be inconsistent with his duties under this Agreement. Cooper 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 Cooper and the Company; provided that Cooper 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. This Agreement shall commence on the date hereof and shall continue through January 1, 2012; provided that the term shall be automatically extended for one year on each January 1st commencing January 1, 2012 unless either party gives written notice

of non-renewal to the other three months prior to the date on which the automatic extension would be effective.

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

(a) Base Salary, Bonus. Cooper shall not receive any cash compensation, salary or bonus.

(b) Stock Incentives. Cooper shall receive stock options and restricted stock under the terms and conditions set forth in a Restricted Stock Agreement dated July 31, 2008 between the Company and Cooper (the "Restricted Stock Agreement") and a Non-Qualified Stock Option Agreement dated July 31, 2008 between the Company and Cooper (the "Option Agreement") (the Option Agreement collectively with the Restricted Stock Agreement are referred to as the "Award Agreements") pursuant to the TCF Financial Incentive Stock Program, as amended and restated January 21, 2008 (the "TCF Incentive Stock Program"). Additional awards, if any, of stock options, restricted stock and stock appreciation rights would be made under any stock based plan from time to time adopted by the Company (the "Stock Plans") as from time to time determined by the Board of Directors or Compensation Committee of the Company.

(c) Reimbursement of Expenses. The Company shall reimburse Cooper for all business expenses properly documented, including without limitation, Cooper'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.

(d) Aircraft. Cooper shall be entitled to use of the Company's corporate aircraft at the Company's expense, provided that Cooper shall be responsible for all individual income taxes resulting from his use of the aircraft for non-business travel.

(e) Other Benefits. Cooper shall be entitled to participate in 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.

(f) Perquisites. Cooper shall be entitled to other perquisites provided to executive officers, subject to annual review 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 Cooper was entitled to such payments.

(g) Chairman's Compensation and Benefits. Cooper shall retain two-thirds of the restricted stock grant described in the Chairman's Agreement that has already been earned and he shall be eligible for earning the remaining portion of that award in accordance with the terms of a Restricted Stock Agreement between the Company and Cooper dated January 25, 2005. He shall no longer receive director's fees paid to non-employee directors or an annual fee for serving as

Chairman.

(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 Cooper and an opportunity for Cooper, 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 Cooper 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. Cooper shall promptly tender such repayment unless he disputes the findings of the Audit Committee.

4. Termination of Employment.

Upon termination of employment for whatever reason, Cooper shall be entitled to compensation and benefits determined under the Company's benefit plans and policies applicable to Company executives then in effect and as provided in the Award Agreements.

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

(a) Covenant Not to Compete. During the term of this Agreement, Cooper agrees that he will not directly or indirectly substantially compete with TCF Financial, TCF National Bank, TCF National Bank Arizona or their respective subsidiaries in the Relevant Market. The "Relevant Market" is financial businesses located in the States of Arizona, Michigan, Minnesota, Iowa, North Dakota, South Dakota, Colorado and Wisconsin, and the Chicago metropolitan area.

(b) Non-Solicitation Covenant. During the term of this Agreement, Cooper agrees that, except with the prior written permission of the Board of Directors of TCF Financial, he will not offer to hire, entice away, or in any manner attempt to persuade any officer, employee, or agent of TCF Financial, TCF National Bank or TCF National Bank Arizona or any of their subsidiaries to discontinue his or her relationship with TCF Financial, TCF National Bank, TCF National Bank Arizona or any of their 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 Cooper has acquired any knowledge during the term of his employment with the Company or his service as a director of TCF Financial.

(c) Extension of Terms of Covenant Not to Compete and Non-Solicitation Covenant. In consideration for the acceleration

of benefits under the Award Agreements upon a Change in Control as defined in the TCF Incentive Stock Program, Cooper's obligations under paragraphs 5(a) and 5(b) shall be extended for three (3) years following any such Change in Control; provided, however, that during such extended period Cooper may be permitted to engage in activities otherwise prohibited by paragraphs 5 (a) and 5 (b) with the prior written permission of the Board of Directors of the Company, which shall not be withheld if the nature and extent of such activity would be immaterial or inconsequential to the Company.

(d) Remedies. If Cooper commits a breach, or threatens to commit a breach, of any of the provisions of this paragraph 5, the Company shall have the right of specific performance in addition to any rights and remedies otherwise available at law or in equity.

6. 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 Cooper (whether pursuant to this Agreement, the Award Agreements 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 Cooper in cash an amount (the "Gross-Up Payment") such that after payment by Cooper 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, Cooper 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.

(b) Determination of Gross-Up Payment. Subject to paragraph (c) below, all determinations required to be made under this Agreement or under the Award Agreements, 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 a Change in Control (the "Accounting Firm") which shall provide detailed supporting calculations to the Company and Cooper within thirty (30) days after a Payment is made. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, Cooper shall appoint another nationally recognized accounting firm to make the determinations required under this paragraph (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 shall be promptly paid by the Company. A Gross-Up Payment (as determined pursuant to this paragraph) shall be paid by the Company to Cooper 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 Cooper, it shall furnish Cooper with a written opinion that failure to report the Excise Tax on Cooper'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 Cooper. 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 (c) below, and Cooper 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 Cooper within five (5) days after such determination.

(c) Contest. Cooper 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 Cooper 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. Cooper 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 Cooper in writing prior to the expiration of such period that it desires to contest such claim, Cooper 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 Cooper;
- (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 Cooper 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 (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 Cooper to pay the tax, interest and penalties claimed and sue for a refund or contest the claim in any permissible manner, and Cooper 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 Cooper to pay such claim and sue for a refund, the Company shall advance, on an interest-free basis, the amount of

such payment to Cooper 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 Cooper 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 Cooper 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.

5

(d) If, after the receipt by Cooper of an amount advanced by the Company pursuant to paragraph (c), Cooper becomes entitled to receive any refund with respect to such claim, Cooper shall (subject to the Company's complying with the requirements of paragraph (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 Cooper have been paid by Cooper from such refund). If, after the receipt by Cooper of an amount advanced by the Company pursuant to paragraph (c), a determination is made that Cooper shall not be entitled to any refund with respect to such claim and the Company does not notify Cooper 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.

(e) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement and the Award Agreements are intended to comply with Section 409A of the Internal Revenue Code to the extent such arrangements are subject to that law. The parties agree that they will negotiate in good faith regarding amendments necessary to bring this Agreement into compliance with the terms of that Section or an exemption therefrom as interpreted by guidance issued by the Internal Revenue Service. The parties further agree that to the extent any part of this Agreement fails to qualify for exemption from or satisfy the requirements of Section 409A, the affected arrangement may be operated in compliance with Section 409A pending amendment to the extent authorized by the Internal Revenue Service. In such circumstances Company will administer this Agreement in a manner which adheres as closely as possible to the existing terms and intent of the Agreement while complying with Section 409A. This paragraph does not restrict Company's rights (including, without limitation, the right to amend or terminate) with respect to this Agreement to the extent such rights are reserved under the terms of this Agreement.

7. Attorney's Fees. In the event of a dispute between the Company and Cooper relating to the Cooper's services hereunder or the terms or performance of this Agreement, the Company shall promptly pay Cooper's reasonable expenses of attorney's fees and expenses in connection with such dispute upon delivery of periodic billings for same, provided that (i) Cooper shall promptly repay all amounts paid under this paragraph 7 at the conclusion of such dispute if the resolution thereof includes a finding that Cooper did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim for expenses of attorney's fees and expenses shall be submitted by Cooper unless made in writing to the Board of Directors within one year of the performance of the services for which such claim is made.

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 Cooper or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company or TCF Subsidiaries.

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

6

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

10. Other Agreements. This Agreement supersedes and replaces effective the date hereof all prior agreements or understandings relating to the terms of Cooper's service with the Company, including the Chairman's Agreement and the Supplement, except as set forth herein. Except as specifically provided herein, this Agreement does not supersede or replace any agreement between the Company and Cooper pursuant to any plans or programs of the Company, including any stock option agreement, restricted stock agreement or supplemental retirement agreement.

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

12. Parties to this Amended and Restated Agreement. TCF National Bank was a party to the Chairman's Agreement and the Supplement but will not be a party to this Amended and Restated Agreement except to indicate by its signature below that it has consented to its removal as a party.

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

TCF FINANCIAL CORPORATION

WITNESS:

By: /s/ Gregory J. Pulles

/s/ Pamela J. Gordley

Its: Vice Chairman

WITNESS:

/s/ Pamela J. Gordley

/s/ William A. Cooper
William A. Cooper

7

TCF National Bank acknowledges and agrees that as provided in paragraph 12 above, it will not be a party to this Amended and Restated Agreement.

TCF NATIONAL BANK

WITNESS:

/s/ Pamela J. Gordley

By: /s/ Joseph T. Green
Its: Senior Vice President

8

[\(Back To Top\)](#)