
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):
January 20, 2009



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 January 20, 2009, an independent sub-committee of the Compensation Committee (the “Committee”) of the Board of Directors (the “Board”) of TCF Financial Corporation (the “Company”) revised the performance goal applicable to restricted stock awards under the Director Stock Grant Program. Effective for fiscal year 2009 and thereafter, vesting of restricted stock awarded under such plan will occur only if the Company meets or exceeds the median return on average equity (as defined in the Amended and Restated TCF Financial Incentive Stock Program) as compared to its peer group. A copy of the resolution adopting the new goal is attached hereto as Exhibit 10(n)-1 and incorporated herein by reference.

On January 20, 2009, the Committee entered into an amended and restated restricted stock agreement (the “Cooper Amended and Restated Restricted Stock Agreement”) with William A. Cooper which supersedes the restricted stock agreement entered into with Mr. Cooper on July 31, 2008. The Cooper Amended and Restated Restricted Agreement was amended to provide for vesting of the restricted stock subject to continued service in lieu of attainment of specific performance targets. The Committee determined that such amendment was consistent with the U.S. Treasury Department’s Capital Purchase Program (“CPP”), which prohibits incentive compensation programs that encourage a participant’s senior executives to take unnecessary or excessive risks. The Company began participating in the CPP on November 14, 2008. The Cooper Amended and Restated Restricted Stock Agreement is attached hereto as Exhibit 10(b)-13 and incorporated herein by reference.

On January 20, 2009, the Committee entered into amended and restated restricted stock award agreements (the “Amended and Restated Stock Agreements”) with certain executive officers, including, agreements with named executive officers Gregory J. Pulles and Timothy P. Bailey which supersede the agreements entered into with Mr. Pulles and Mr. Bailey on January 21, 2008. The Amended and Restated Restricted Stock Agreements were amended to provide for vesting of the restricted stock subject to continued service in lieu of attainment of specific performance targets. The Committee determined that such amendment was consistent with the CPP, as noted above. The form of the Amended and Restated Restricted Stock Agreement is attached hereto as Exhibit 10(b)-14 and incorporated herein by reference.

On January 20, 2009, the Committee approved awards of restricted stock (the “Year 2009 Executive Stock Awards”) to certain executive officers, including the following named executives: Neil W. Brown—33,000 shares, Gregory J. Pulles—25,000 shares, Timothy P. Bailey—25,000 shares, and Thomas F. Jasper—22,000 shares. The form of the Year 2009 Executive Stock Award Agreement is attached hereto as Exhibit 10(b)-15. One-third of these awards shall vest on January 1, 2010, January 1, 2011 and January 1, 2012. No dividends will be paid on these restricted shares (or the shares granted to the executive officers described above) until they vest. In the event the executive terminates employment as a result of retirement (as determined by the Compensation Committee), death or disability prior to vesting, a prorated portion of the stock award will vest on the applicable date.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10(b)-13	Amended and Restated Restricted Stock Agreement as executed by Mr. Cooper, effective January 20, 2009.
10(b)-14	Form of Amended and Restated Restricted Stock Agreement as executed by certain executives, effective January 20, 2009.
10(b)-15	Form of Year 2009 Executive Stock Award as executed by certain executives, effective January 20, 2009.
10(n)-1	Resolution adopting Director Stock Grant Program goal for fiscal year 2009 and after.

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
(Principal Executive Officer)

/s/ Thomas F. Jasper

/s/ David M. Stautz

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

Dated: January 23, 2009

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Section 2: EX-10.(B)-13 (EX-10.(B)-13)

Exhibit 10(b)-13

TCF FINANCIAL INCENTIVE STOCK PROGRAM

AMENDED AND RESTATED RESTRICTED STOCK AGREEMENT

RS NO. 923-A (Amended and Restated) (Non-deferred) (Non-Performance-Based Executive Stock Award)

WHEREAS, effective July 31, 2008, TCF Financial Corporation (“TCF Financial” or “Company”) awarded to William A. Cooper (the “Grantee”) 450,000 shares (the “Shares”) of common stock, par value \$.01 per share (“Common Stock”) pursuant to the terms and conditions set forth in restricted stock award agreement RS No. 923 (the “Agreement”), subject to the vesting requirements and other terms and conditions set forth in RS No. 923, intending that such Shares would qualify as “performance-based” under section 162(m) of the Internal Revenue Code (“IRC”) in order that any vesting of such Shares would be a deductible compensation expense for purposes of TCF Financial’s corporate income tax; and

WHEREAS, subsequent to the award of the Shares, TCF Financial commenced participation in the U.S. Treasury Department’s Troubled Assets Relief Program (“TARP”) Capital Purchase Program as authorized by the Emergency Economic Stabilization Act of 2008 (“EESA”), which requires the following during the time the Treasury Department holds an equity or debt position in TCF Financial: (i) compensation to Grantee in excess of \$500,000 annually will not be tax deductible by TCF Financial under the IRC regardless of whether such compensation qualifies as performance-based under IRC section 162(m), (ii) the Compensation Committee of the Board of Directors must ensure that senior executive officer incentive compensation arrangements do not encourage such officers to take unnecessary and excessive risks that threaten the value of TCF Financial; (iii) any bonus or incentive compensation paid to senior executive officers must be subject to recovery if the bonus or incentive compensation payments were based on materially inaccurate financial statements or any other materially inaccurate performance metric criteria; and (iv) no golden parachute payments will be made to senior executive officers in excess of those permitted under U.S. Treasury Department regulations; and

WHEREAS, Grantee is or may become a “senior executive officer” of TCF Financial as that term is defined under EESA and U.S. Treasury Department regulations during the time TCF Financial is a participant in the TARP Capital Purchase Program; and

WHEREAS, in light of the foregoing TARP Capital Purchase Program requirements, TCF Financial and Grantee wish to amend the award of Shares to make their vesting subject to continued service of Grantee as set forth herein but without the requirement that TCF Financial attain specific performance targets.

NOW, THEREFORE, in consideration of the terms and conditions herein, effective as of January 20, 2009, TCF Financial and Grantee hereby amend RS No. 923 to

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provide that the Shares are subject to the terms and conditions set forth in this Amended and Restated Restricted Stock Agreement RS No. 923-A (the “Amended and Restated Agreement”), which fully supersedes and replaces the previous Agreement with respect to the Shares.

1. Share Award. This Amended and Restated Agreement shall constitute an amended award to Grantee of the 450,000 Shares previously awarded 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 the Amended and Restated 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 will no longer be subject to the restrictions of the Restricted Period on January 1, 2010;
 - (ii) 150,000 Shares will vest and will no longer be subject to the restrictions of the Restricted Period on January 1, 2011;
 - (iii) 150,000 Shares will vest and will no longer be subject to the restrictions of the Restricted Period on January 1, 2012.
- (c) The Committee referred to in section 2 of the Program or its successor (the “Committee”) shall have the authority, in its discretion, to accelerate the time at which any or all of the restrictions in subparagraph (a) shall lapse with respect to any Shares, or to remove any or all such restrictions, whenever the Committee may determine that such action is appropriate by reason of changes in applicable tax or other laws, or other changes in circumstances occurring after the commencement of the Restricted Periods.

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

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- 3. Termination of Service. Except as provided in paragraph 8 below and in this paragraph 3, in the event of Grantee’s termination of employment for any reason (other than death, total or partial disability, or normal or early retirement), all Shares which at the time of such termination of employment are subject to the restrictions imposed by paragraph 2(a) above shall upon termination of employment be forfeited and returned to TCF Financial unless the Committee, pursuant to its discretion under paragraph 2(c), shall determine to remove any or all of the restrictions on such Shares prior to such forfeiture; provided, however, that notwithstanding the foregoing, if the Grantee ceases employment by reason of death, total or partial disability, or normal or early retirement (as determined in the discretion of the Committee) a prorated portion of the Shares will vest based on the number of months from July 31, 2008 to the termination date, divided by 41.
- 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 Amended and Restated 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 Amended and Restated Agreement.
- 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

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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 Amended and Restated 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 Amended and Restated Agreement, the number and class of Shares covered by this Amended and Restated Agreement as well as the 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
- (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

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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 Amended and Restated Agreement) in the event of a change in control of TCF Financial, all terms and conditions of this Amended and Restated 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 Amended and Restated 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.

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11. Program and Program Interpretations as Controlling. 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 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.
12. Grantee Service. Nothing in this Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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.
16. TARP Capital Purchase Program. This Amended and Restated Agreement is intended to, and shall be interpreted, administered and construed to comply with the Emergency Economic Stabilization Act of 2008 and all U.S. Treasury Department regulations under its Troubled Assets Relief Program ("TARP") Capital Purchase Program. Grantee therefore agrees that, during the period the Treasury Department holds an equity or debt position in TCF Financial acquired under the TARP Capital Purchase Program : (i) any bonus or incentive compensation paid to Grantee is subject to recovery by TCF Financial, and Grantee will promptly repay any such amounts to TCF Financial, if the bonus or incentive compensation payments were based on materially inaccurate financial statements or any other materially inaccurate performance metric criteria, (ii) no golden parachute payments (as defined in U.S. Treasury Department regulations) in excess of those permitted under U.S. Treasury Department regulations will be made to Grantee, (iii) to the extent that TCF Financial or the Compensation

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Committee of TCF Financial's Board of Directors determines that any incentive compensation arrangements with Grantee must be revised so as to not encourage unnecessary or excessive risks to TCF Financial, Grantee and TCF Financial agree to negotiate and effect such changes promptly and in good faith, and (iv) Grantee agrees to the foregoing provisions of this section notwithstanding any contrary terms of any employment agreement, change in control agreement, bonus agreement, stock or option award agreement, or any other incentive or benefit plan, arrangement, policy or agreement of any nature whatsoever between Grantee and TCF Financial, and all such agreements, plans, arrangements and policies are hereby amended as necessary to give effect to the foregoing provisions of this section. The foregoing provisions of this section shall cease to apply and will be of no force and effect if TCF Financial determines that Grantee is not, or is no longer, a senior executive officer of TCF Financial for purposes of the TARP Capital Purchase Program.

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IN WITNESS WHEREOF, the parties hereto have caused this RESTRICTED STOCK AMENDED AND RESTATED AGREEMENT to be executed as of the date first above written.

TCF FINANCIAL CORPORATION

By /s/ Gregory J. Pulles
Secretary

ACCEPTED:

/s/ William A. Cooper
Signature

(Street Address)

(City, State and Zip Code)

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Section 3: EX-10.(B)-14 (EX-10.B)-14)

TCF FINANCIAL INCENTIVE STOCK PROGRAM

AMENDED AND RESTATED RESTRICTED STOCK AGREEMENT

RS NO. 95-«Agr_No» (Amended and Restated) (Non-deferred) (Non-Performance-Based Executive Stock Agreement)

WHEREAS, effective January 21, 2008, TCF Financial Corporation (“TCF Financial” or “Company”) awarded to _____ (the “Grantee”) _____ shares (the “Shares”) of common stock, par value \$.01 per share (“Common Stock”) pursuant to the terms and conditions set forth in restricted stock award agreement RS No. ____ (the “Agreement”), subject to the vesting requirements and other terms and conditions set forth in RS No ____, intending that such Shares would qualify as “performance-based” under section 162(m) of the Internal Revenue Code (“IRC”) in order that any vesting of such Shares would be a deductible compensation expense for purposes of TCF Financial’s corporate income tax; and

WHEREAS, subsequent to the award of the Shares, TCF Financial commenced participation in the U.S. Treasury Department’s Troubled Assets Relief Program (“TARP”) Capital Purchase Program as authorized by the Emergency Economic Stabilization Act of 2008 (“EESA”), which requires the following during the time the Treasury Department holds an equity or debt position in TCF Financial: (i) compensation to Grantee in excess of \$500,000 annually will not be tax deductible by TCF Financial under the IRC regardless of whether such compensation qualifies as performance-based under IRC section 162(m), (ii) the Compensation Committee of the Board of Directors must ensure that senior executive officer incentive compensation arrangements do not encourage such officers to take unnecessary and excessive risks that threaten the value of TCF Financial; (iii) any bonus or incentive compensation paid to senior executive officers must be subject to recovery if the bonus or incentive compensation payments were based on materially inaccurate financial statements or any other materially inaccurate performance metric criteria; and (iv) no golden parachute payments will be made to senior executive officers in excess of those permitted under U.S. Treasury Department regulations; and

WHEREAS, Grantee is or may become a “senior executive officer” of TCF Financial as that term is defined under EESA and U.S. Treasury Department regulations during the time TCF Financial is a participant in the TARP Capital Purchase Program; and

WHEREAS, in light of the foregoing TARP Capital Purchase Program requirements, TCF Financial and Grantee wish to amend the award of Shares to make their vesting subject to continued service of Grantee as set forth herein but without the requirement that TCF Financial attain specific performance targets.

NOW, THEREFORE, in consideration of the terms and conditions herein, effective as of January 20, 2009, TCF Financial and Grantee hereby amend RS No ____ to provide that the Shares are subject to the terms and conditions set forth in this Amended and Restated Restricted Stock Agreement RS No. ____-A (the “Amended and Restated Agreement”), which fully supersedes and replaces the previous Agreement with respect to the Shares.

1. Share Award. This Amended and Restated Agreement shall constitute an amended award to Grantee of the Shares previously awarded 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 subparagraph 2(b), the Shares may not be sold, assigned, transferred, pledged, or otherwise encumbered by the Grantee.

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(b) The Shares will be subject to the restrictions in subparagraph 2(a) during the Restricted Period commencing on the date of this Amended and Restated Agreement (the “Commencement Date”) and (subject to the forfeiture provisions herein) continuing until the date specified in clauses (i) and (ii) below, on which date such restrictions will expire with respect such Shares which shall then vest as follows:

(i) _____ Shares (50% of the Shares awarded hereunder) will vest and will no longer be subject to the restrictions of the Restricted Period on January 31, 2011; and

(ii) _____ Shares (remaining 50% of the Shares awarded hereunder) will vest and will no longer be subject to the restrictions of the Restricted Period on January 31, 2012.

(c) The Committee referred to in section 2 of the Program or its successor (the “Committee”) shall have the authority, in its discretion, to accelerate the time at which any or all of the restrictions in subparagraph (a) shall lapse with respect to any Shares, or to remove any or all such restrictions, whenever the Committee may determine that such action is appropriate by reason of changes in applicable tax or other laws, or other changes in circumstances occurring after the commencement of the Restricted Periods.

The total Shares that can vest under this Amended and Restated Agreement shall not exceed _____ Shares, subject to the adjustments referred to in paragraph 7.

3. Termination of Service. Except as provided in paragraph 8 below and in this paragraph 3, in the event of Grantee’s termination of

employment for any reason (other than death, total or partial disability, or normal or early retirement), all Shares which at the time of such termination of employment are subject to the restrictions imposed by paragraph 2(a) above shall upon termination of employment be forfeited and returned to TCF Financial unless the Committee, pursuant to its discretion under paragraph 2(c), shall determine to remove any or all of the restrictions on such Shares prior to such forfeiture; provided, however, that notwithstanding the foregoing, if the Grantee ceases employment by reason of death, total or partial disability, or normal or early retirement (as determined in the discretion of the Committee) a prorated portion of the Shares will vest based on the number of months from January 31, 2008 to the termination date, divided by 47. For purposes of this paragraph 3, the Grantee's retirement date shall be determined by the Committee and the date Grantee became disabled shall be the date on which the Grantee has received disability benefits under TCF's long-term disability plan for three months.

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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Agreement, the number and class of Shares covered by this Amended and Restated Agreement as well as the vesting and forfeiture provisions in paragraphs 2 and 3, 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
 - (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

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(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 Amended and Restated Agreement) in the event of a change in control of TCF Financial, all terms and conditions of this Amended and Restated 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 Amended and Restated 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. 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 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.
12. Grantee Service. Nothing in this Amended and Restated 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 Amended and Restated 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 Amended and Restated 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, and that the Shares and other consideration awarded hereunder may be cancelled or forfeited in the event Grantee breaches the Obligations.

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16. TARP Capital Purchase Program. This Amended and Restated Agreement is intended to, and shall be interpreted, administered and construed to comply with the Emergency Economic Stabilization Act of 2008 and all U.S. Treasury Department regulations under its Troubled Assets Relief Program ("TARP") Capital Purchase Program. Grantee therefore agrees that, during the period the Treasury Department holds an equity or debt position in TCF Financial acquired under the TARP Capital Purchase Program: (i) any bonus or incentive compensation paid to Grantee is subject to recovery by TCF Financial, and Grantee will promptly repay any such amounts to TCF Financial, if the bonus or incentive compensation payments were based on materially inaccurate financial statements or any other materially inaccurate performance metric criteria, (ii) no golden parachute payments (as defined in U.S. Treasury Department regulations) in excess of those permitted under U.S. Treasury Department regulations will be made to Grantee, (iii) to the extent that TCF Financial or the Compensation Committee of TCF Financial's Board of Directors determines that any incentive compensation arrangements with Grantee must be revised so as to not encourage unnecessary or excessive risks to TCF Financial, Grantee and TCF Financial agree to negotiate and effect such changes promptly and in good faith, and (iv) Grantee agrees to the foregoing provisions of this section notwithstanding any contrary terms of any employment agreement, change in control agreement, bonus agreement, stock or option award agreement, or any other incentive or benefit plan, arrangement, policy or agreement of any nature whatsoever between Grantee and TCF Financial, and all such agreements, plans, arrangements and policies are hereby amended as necessary to give effect to the foregoing

provisions of this section. The foregoing provisions of this section shall cease to apply and will be of no force and effect if TCF Financial determines that Grantee is not, or is no longer, a senior executive officer of TCF Financial for purposes of the TARP Capital Purchase Program.

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IN WITNESS WHEREOF, the parties hereto have caused this RESTRICTED STOCK AMENDED AND RESTATED AGREEMENT to be executed as of the date first above written.

TCF FINANCIAL CORPORATION

By _____
Secretary

ACCEPTED:

Signature

(Street Address)

(City, State and Zip Code)

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Section 4: EX-10.(B)-15 (EX-10.(B)-15)

Exhibit 10(b)-15

TCF FINANCIAL INCENTIVE STOCK PROGRAM

RESTRICTED STOCK AGREEMENT

RS NO. «Agr_No» (non-deferred) (Executive Stock Award)

Shares of Restricted Stock are hereby awarded effective on «Award_Date» by TCF Financial Corporation (“TCF Financial”) to «Recipient_First_Name» «MI» «Recipient_Last_Name» (the “Grantee”), in accordance with the following terms and conditions:

1. Share Award. TCF Financial hereby awards the Grantee «M_of_Shares» 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 Periods.
 - a. During the respective periods (the “Restricted Periods”) hereinafter described, Shares may not be sold, assigned, transferred, pledged, or otherwise encumbered by the Grantee.
 - b. The Shares will be subject to the restrictions in subparagraph a. during Restricted Periods commencing on the date of this Agreement (the “Commencement Date”) and, (subject to the acceleration and forfeiture provisions herein) terminating with respect to thirty-three and one-third percent (33 1/3%) of the Shares (rounded down to the nearest whole share) on January 1, in each of the years 2010, 2011, and 2012, provided that the total vesting percentage under this Agreement shall never exceed 100%.
 - c. Shares will vest, and no longer be subject to the restrictions imposed by subparagraph b, at the expiration of the Restricted Period with respect thereto. The Committee referred to in section 2 of the Program or its successor (the “Committee”) shall have

the authority, in its discretion, to accelerate the time at which any or all of the restrictions in subparagraph a shall lapse with respect to any Shares, or to remove any or all such restrictions, whenever the Committee may determine that such action is appropriate by reason of changes in applicable tax or other laws, or other changes in circumstances occurring after the commencement of the Restricted Periods.

3. Termination of Service. Except as provided in paragraph 8 below and in this paragraph 3, in the event of Grantee's termination of employment for any reason (other than death, total or partial disability, or normal or early retirement), all Shares which at the time of such termination of employment are subject to the restrictions imposed by paragraph 2.a. above shall upon termination of employment be forfeited and returned to TCF Financial unless the Committee, pursuant to its discretion under paragraph 2.c., shall determine to remove any or all of the restrictions on such Shares prior to such forfeiture; provided, however, that not

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withstanding the foregoing, if the Grantee ceases employment by reason of death, total or partial disability, or normal or early retirement (as determined in the discretion of the Committee), a prorated portion of the unvested Shares will vest based on the number of months from January 31, 2009 to the termination date, divided by 35.

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 and an Agreement entered into between the registered owner and TCF Financial Corporation. Copies of such Plan 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 simultaneously with the execution of this Agreement a stock power shall be executed, endorsed in blank and promptly delivered to TCF Financial.

Alternatively, TCF Financial may cause the shares to be issued in the name of the Grantee in a sub-issue of Common Stock managed by the transfer agent which is subject to the transferability restrictions set forth above.

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 Restricted Period with respect to any Shares, TCF Financial shall redeliver to the Grantee (or, if the Grantee is deceased, to his legal representative, beneficiary or heir) the certificate(s) in respect of such Shares, without the restrictive legend provided for in paragraph 4 above. Alternatively, if a certificate was not previously delivered or issued under paragraph 4, TCF may deliver a certificate to Grantee (or Grantee's representative, beneficiary, or heir) or transfer the shares to a sub-issue without the transferability restrictions in paragraph 4 above. The Shares as to which the Restricted Period shall have lapsed or expired shall be free of the restrictions referred to in subparagraph 2.a. above and such certificates shall not bear the legend or be subject to the transferability restrictions provided for in paragraph 4 above.
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 shall be appropriately adjusted by the Committee, whose

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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 subparagraph 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 in the manner provided in paragraph 4 above.

8. Effect of Change in Control. Each of the events specified in the following clauses (a) through (c) of this paragraph 8 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
- (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.

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9. 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 Plan 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.
10. Plan and Plan Interpretations as Controlling. 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 determinations and interpretations of the Committee shall be binding and conclusive upon the Grantee or his legal representatives with regard to any question arising hereunder or under the Plan.
11. 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.
12. 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 attached stock powers and returning a signed copy hereof and of the attached stock powers to TCF Financial.
13. 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.
14. 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, and that the Shares and other consideration awarded hereunder may be cancelled or forfeited in the event Grantee breaches the Obligations.
15. TARP Capital Purchase Program. This Agreement is intended to, and shall be interpreted, administered and construed to comply with the Emergency Economic Stabilization Act of 2008 and all U.S. Treasury Department regulations under its Troubled Assets Relief Program (“TARP”) Capital Purchase Program. Grantee therefore agrees that, during the period the Treasury Department holds an equity or debt position in TCF Financial acquired under the TARP Capital Purchase Program: (i) any bonus or incentive compensation paid to Grantee is subject to recovery by TCF Financial, and Grantee will promptly repay any such amounts to TCF Financial, if the bonus or incentive compensation payments were based on materially inaccurate financial statements or any other materially inaccurate performance metric criteria, (ii) no golden parachute payments (as defined in U.S. Treasury Department regulations) in excess of those permitted under U.S. Treasury Department regulations will be made to Grantee, (iii) to the extent that TCF Financial or the Compensation Committee of TCF Financial’s Board of Directors determines that any incentive compensation arrangements with Grantee must be revised so as to not encourage unnecessary or excessive risks to TCF Financial, Grantee and TCF Financial agree to negotiate and effect such changes promptly and in good faith, and (iv) Grantee agrees to the foregoing provisions of this section notwithstanding any contrary terms of any employment agreement, change in control agreement, bonus agreement, stock or option award agreement, or any other incentive or benefit plan, arrangement, policy or agreement of any nature whatsoever between Grantee and TCF Financial, and all such agreements, plans, arrangements and policies are hereby amended as necessary to give effect to the foregoing provisions of this section. The foregoing provisions of this section shall cease to apply and will be of no force and effect if TCF Financial determines that Grantee is not, or is no longer, a senior executive officer of TCF Financial for purposes of the TARP Capital Purchase Program.

IN WITNESS WHEREOF, the parties hereto have caused this RESTRICTED STOCK AGREEMENT to be executed as of the date first above written.

TCF FINANCIAL CORPORATION

By _____
Secretary

ACCEPTED ("Grantee"):

Signature

(Street Address)

(City, State and Zip Code)

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Section 5: EX-10.(N)-1 (EX-10.(N)-1)

Exhibit 10(n)-1

January 20, 2009

RESOLUTION

**TCF FINANCIAL CORPORATION
Compensation / Nominating / Corporate Governance Committee
Independent Sub-Committee**

RE: Amendment of Goal Under Director Stock Grant Program

WHEREAS, vesting of restricted stock awards to directors under the TCF Financial Directors Stock Grant Program is based on the attainment of a goal (currently 20% ROTE); and

WHEREAS, if the goal is not achieved in any year, no vesting occurs for that year, except if some or all of the restricted shares are not vested on the basis of goals by ten (10) years after the grant date, and if the director is still with the company on that date, then any remaining restricted shares will become vested on that date.

WHEREAS a subcommittee of the Compensation Committee (the "Independent Subcommittee") comprised of Directors Goldberg and Schwalbach has been established, the members of which meet the requirements for "outside director" status under Internal Revenue Code Section 162(m) and "non-employee director" status under Securities and Exchange Commission Rule 16b-3; and

WHEREAS, the Independent Subcommittee recommends amendment of the goal for 2009 and thereafter.

NOW, THEREFORE BE IT HEREBY

RESOLVED, that the goal for vesting of restricted stock awards under the Directors Stock Grant Program for fiscal year 2009 and thereafter shall be attainment of the median return on average equity (as defined in the Amended and Restated TCF Financial Incentive Stock Program) during the same period by TCF Financial's peer group.

FURTHER RESOLVED, that TCF Financial's peer group each year shall be as disclosed in the proxy for the year in question.

FURTHER RESOLVED, that the terms of the Directors Stock Grant Program remain unchanged and in full force in effect, and therefore if the goal is not achieved, no vesting occurs for that year; however, if some or all of the restricted shares are not vested on the basis of goals by ten (10) years after the grant date, and if the director is still with the company on that date, then any remaining restricted shares will become vested on that date.

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

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