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**Section 1: 8-K (CURRENT REPORT OF MATERIAL EVENTS OR CORPORATE CHANGES)**

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **December 14, 2005**



**TCF FINANCIAL CORPORATION**  
(Exact name of registrant as specified in its charter)

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**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)

**(612) 661-6500**  
(Registrant's telephone number, including area code)

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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 1.01 Entry into a Material Definitive Agreement.**

On December 15, 2005, TCF Financial Corporation entered into an employment agreement (the "Employment Agreement") and a change in control agreement (the "CIC Contract") with Lynn A. Nagorske, who has been elected Chief Executive Officer of the company effective January 1, 2006. Attached hereto and incorporated herein by reference as Exhibits 10(e)-1 and 10(f) are the Employment Agreement and the CIC Contract, respectively. The Employment Agreement provides for an initial term of three years, with automatic one-year term renewals thereafter unless either Mr. Nagorske or the company elects not to renew it. The Employment Agreement provides for severance pay if Mr. Nagorske's employment is terminated by the company without cause, and also includes non-competition and non-solicitation covenants. In the event of termination of Mr. Nagorske's employment in connection with a change in control, the CIC Contract provides him with severance pay and certain other benefits.

On December 15, 2005, TCF Financial Corporation entered into an employment agreement and a change in control agreement, attached hereto as Exhibits 10(i)-1 and 10(g)-1 and hereby incorporated by reference, with Neil W. Brown, who has been elected President of the company effective January 1, 2006 and who currently serves, and will continue after January 1, 2006 to serve, as Chief Financial Officer of the company. The initial term of the employment agreement is two years (followed by one-year automatic renewals). The agreements also include non-competition and non-solicitation covenants. In the event of termination of Mr. Brown's employment in connection with a change in control, his change in control agreement provides him with severance pay and certain other benefits.

On December 15, 2005, TCF Financial Corporation entered into employment agreements and change in control agreements, substantially in the form attached hereto as Exhibits 10(i)-2 and 10(g)-2 and hereby incorporated by reference, with Timothy P. Bailey, Candace H. Lex, Gregory J. Pulles, Earl D. Stratton and Barry N. Winslow. The new agreements are similar to the employment agreement and change in control agreement entered into with Mr. Brown.

The foregoing agreements supersede and replace agreements previously filed by the company.

On December 15, 2005, TCF Financial Corporation entered into non-solicitation and change in control agreements, each of them substantially in the form attached hereto as Exhibit 10(i)-3 and hereby incorporated by reference. These agreements were executed with Timothy B. Meyer, Mark L. Jeter, James L. Koon, Wayne A. Marty, and Robert H. Scott. These agreements provide for severance pay in the event of termination of their employment by the company after a change in control and non-solicitation covenants.

On December 15, 2005, TCF Financial Corporation entered into a Supplement to Chairman's Agreement, attached hereto as Exhibit 10(e)-2 and hereby incorporated by reference. This Agreement continues in effect certain excise tax reimbursement provisions of Mr. Cooper's existing change in control agreement, which otherwise expires December 31, 2005, as a supplement to his Chairman's Agreement which is scheduled to be in effect from January 1, 2006 through December 31, 2008.

The foregoing descriptions of the terms of such employment agreements, change in control and non-solicitation agreements are qualified in their entirety by reference to the full text of such agreements which are attached as exhibits to this Current Report on Form 8-K.

On December 14, 2005, the Compensation Committee of the Board of Directors of TCF Financial Corporation approved an amendment to the TCF Financial Corporation 2005 ESPP SERP (the "Plan") relating to contributions to the Plan for the calendar year 2006. Attached hereto as Exhibit 10(j)-1 is a copy of the amendment, which is hereby incorporated by reference.

### **Item 1.02 Termination of Material Definitive Agreement.**

As described in Item 1.01 above, which description is incorporated in this Item 1.02 by reference, the new employment agreements and change in control agreements entered into with Messrs. Nagorske and Brown, supersede and replace their prior employment and change in control agreements with the company.

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### **Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

As described in Item 1.01 above, which description is incorporated in this Item 5.02 by reference, effective as of January 1, 2006, Mr. Nagorske will assume the duties of Chief Executive Officer of TCF Financial Corporation and Mr. Brown will assume the duties of President of TCF Financial Corporation in addition to his role as Chief Financial Officer.

### **Item 9.01 Financial Statements and Exhibits.**

(c) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10(e)-1	Employment Agreement between Lynn A. Nagorske and TCF Financial Corporation, dated December 15, 2005
10(e)-2	Supplement to Agreement between William A. Cooper and TCF Financial Corporation and TCF National Bank, as amended and restated through

December 15, 2005

- 10(f) Change in Control Contract between Lynn A. Nagorske and TCF Financial Corporation, dated December 15, 2005
- 10(g)-1 Change in Control Contract between Neil W. Brown and TCF Financial Corporation, dated December 15, 2005
- 10(g)-2 Change in Control Contract between certain executives and TCF Financial Corporation, dated December 15, 2005
- 10(i)-1 Employment Agreement between Neil W. Brown and TCF Financial Corporation, dated December 15, 2005
- 10(i)-2 Employment Agreement between certain executives and TCF Financial Corporation, dated December 15, 2005
- 10(i)-3 Non-solicitation and Change in Control Contract between certain senior officers and TCF Financial Corporation, dated December 15, 2005
- 10(j)-1 Amendment to TCF Financial Corporation 2005 Employees Stock Purchase Plan Supplemental Employee Retirement Plan as amended and restated through December 14, 2005

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#### 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 of the Board,  
Chief Executive Officer and Director

/s/ Neil W. Brown

Neil W. Brown, 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: December 19, 2005

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## Section 2: EX-10.(E)-1 (MATERIAL CONTRACTS)

Exhibit 10(e)-1

TCF CHIEF EXECUTIVE OFFICER  
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into as of January 1, 2006 between TCF FINANCIAL CORPORATION, a Delaware corporation

(the "Company"), and Lynn A. Nagorske (the "Executive").

RECITALS:

WHEREAS, the Executive has been elected to the position of Chief Executive Officer of the Company effective as of the date first set forth above;

WHEREAS, the Executive is currently employed by the Company as President and Chief Operating Officer and by TCF National Bank ("TCF Bank"), a subsidiary of the Company, as its Chairman, and Company and Executive are currently parties to a "Change in Control Agreement" and a "Non-Solicitation and Confidentiality Agreement", both entered into as of September 12, 2000 and expiring January 1, 2008 or sooner, (the "Prior Agreements");

WHEREAS, the Executive and the Company wish to enter into this Agreement to provide for the continued employment of Executive by Company, but in his new position, and to supersede and replace the Prior Agreements;

WHEREAS, the Executive and the Company are willing to enter into this Agreement upon the terms and conditions set forth herein; and

WHEREAS, the Executive and the Company are contemporaneously with the execution and delivery of this Agreement entering into the Change in Control Agreement (the "CIC Agreement") and the CIC Agreement is material consideration for the Executive to enter into this Agreement,

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

1. Employment and Duties. The parties hereby agree that, during the term of this Agreement as set forth in paragraph 2 below, the Executive shall be employed as Chief Executive Officer of the Company with overall charge and responsibility for the business and affairs of the Company and the Executive's powers and authority shall be superior to those of any other officer or employee of the Company or its subsidiaries. If elected, Executive also agrees to serve as Chairman of the Board of Directors of the Company. In discharging such duties and responsibilities, the Executive may also serve as an executive officer and/or director of any direct or indirect subsidiary of the Company (collectively the "TCF Subsidiaries"). During the term of this Agreement, the Executive shall apply on a full-time basis (allowing for usual vacations and

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sick leave) all of his skill and experience to the performance of his duties in his positions with the Company and the TCF Subsidiaries. It is understood that the Executive may have other business investments and participate in other business ventures which may, from time to time, require minor portions of his time, but which shall not interfere or be inconsistent with his duties under this Agreement. The Executive shall perform his duties at the Company's principal executive offices in Wayzata, Minnesota or at such other location as may be mutually agreed upon by the Executive and the Company; provided that the Executive shall travel to other locations at such times as may be necessary for the performance of his duties under this Agreement.

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

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

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

(b) Bonus. The Executive shall, in addition to the Base Salary, also be entitled to an annual bonus opportunity (the "Annual Bonus") based on the achievement by the Company of performance goals established by the Compensation Committee of the Company's Board of Directors.

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

(d) Reimbursement of Expenses. The Company shall reimburse the Executive for all business expenses properly documented, including without limitation, the Executive's legal fees incurred in the preparation of this Agreement.

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

(f) Other Benefits. The Executive shall be entitled to participate and shall be included in any employee benefit plan, pension plan, supplemental employee retirement plan,

fringe benefit programs or similar plan of the Company now existing or established hereafter to the extent that he is eligible under the general provisions thereof.

(g) Perquisites. The Executive shall be entitled to such perquisites as are approved annually by the Compensation Committee of the Board of Directors.

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

4. Termination of Employment.

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

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

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

(c) Termination for Good Reason by the Executive. By following the procedure set forth in paragraph 4(e), the Executive shall have the right to terminate the Executive's employment with the Company for "Good Reason" in the event (i) the Executive is not at all times the duly elected Chief Executive Officer of the Company or such other officer position to which the Board of Directors may elect him and which Executive agrees to assume; (ii) there is any material reduction in the scope of the Executive's authority and responsibility (provided, however, in the event of any illness or injury which disables the Executive from performing the Executive's duties, the Company may reassign the Executive's duties to one or more other employees until the Executive is able to perform such duties); (iii) there is a reduction in the Executive's Base Salary, an amendment to any stock incentive plan, pension plan or supplemental employee retirement plan applicable to the Executive which is materially adverse to the Executive, or a material reduction in the other benefits to which the Executive is entitled under paragraph 3(f) above (other than a reduction applied to executives or employees generally); or (iv) the Company requires the Executive's principal place of employment to be anywhere other than the Company's principal executive offices, or there is a relocation of the Company's principal executive offices outside of Wayzata, Minnesota; or (v) the Company otherwise fails to perform its obligations under this Agreement. If the employment of the Executive is terminated by the Executive for Good Reason before a change in control as defined in the CIC Agreement ("Change in Control"), the Executive shall be entitled to the severance benefits set forth in paragraph 4(f) below.

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

(e) Notice of Right to Cure.

(i) Termination by Company for Cause. If the Company proposes to terminate the employment of the Executive for Cause under

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

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(ii) Termination by Executive for Good Reason. If the Executive proposes to terminate his employment for Good Reason under paragraph 4(c) above, the Executive shall give written notice to the Company, specifying the reason therefore with particularity and specifying a cure the Executive deems appropriate for matters covered by paragraph 4(c) (iii) or (v) above. In the event the Executive proposes to terminate his employment for Good Reason under paragraph 4(c)(i), (ii), or (iv) above, the termination shall be effective on the date of such notice. In the event the Executive proposes to terminate his employment for Good Reason under paragraph 4(c)(iii) or (v) above, the Company will have an opportunity to correct a curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than fifteen (15) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within fifteen (15) days after the expiration of the time so fixed within which to correct such situation, give written notice to the Company that his employment is terminated for Good Reason effective forthwith.

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

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

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

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

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

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

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

(j) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement are intended to 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.

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

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

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any types of business in which the Company or the TCF Subsidiaries are engaged at the time of employment termination and such competing entity operates within a 50 mile radius of any location operated by the Company or any TCF Subsidiary.

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

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

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

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

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

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

(a) Arbitration. Any claim or dispute relating to the Executive's employment or terms and performance of this Agreement, shall be resolved by binding private arbitration before three arbitrators and any award rendered by any arbitration panel, or a majority thereof, may be filed and a judgment obtained in any court having jurisdiction over the parties unless the relief granted in the award is delivered within ten (10) days of the award. Either party may request arbitration by written notice to the other party. Within thirty (30) days of receipt of such notice by the opposing party, each party shall appoint a disinterested arbitrator and the two arbitrators selected thereby shall appoint a third neutral arbitrator; in the event the two arbitrators cannot agree upon the third arbitrator within ten (10) days after their appointment, then the neutral arbitrator shall be appointed by the Chief Judge of Hennepin County (Minnesota) District Court. Any arbitration proceeding conducted hereunder shall be in the

City of Minneapolis and shall follow the procedures set forth in the Rules of Commercial Arbitration of the American Arbitration Association, and both sides shall cooperate in as expeditious a resolution of the proceeding as is reasonable under the circumstances. The arbitration panel shall have the power to enter any relief it deems fair and just on any claim, including interim and final equitable relief, along with any procedural order that is reasonable under the circumstances.

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

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

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

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

10. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform its obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform them if no succession had taken place unless, in the opinion of legal counsel mutually acceptable to the Company and the Executive, such obligations have been assumed by the successor as a matter of law. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession (unless the foregoing opinion is rendered to the Executive) shall entitle the Executive to terminate his employment and to receive the payments provided for in paragraph 4(f) above as if the Executive terminated this Agreement for Good Reason. The Executive's rights under this Agreement shall inure to the benefit of, and shall be enforceable by, the Executive's legal representative or other successors in interest, but shall not otherwise be assignable or transferable.

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

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

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

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

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

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

TCF FINANCIAL CORPORATION



ATTEST:

By: /s/ William A. Cooper  
William A. Cooper

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

Its: Chairman of the Board  
and Chief Executive Officer

WITNESS:

/s/ Diane O. Stockman

/s/ Lynn A. Nagorske  
Lynn A. Nagorske

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### Section 3: EX-10.(E)-2 (MATERIAL CONTRACTS)

Exhibit 10(e)-2

#### SUPPLEMENT TO CHAIRMAN'S AGREEMENT

This SUPPLEMENT to that certain AGREEMENT made and entered into as of January 25, 2005 (the "Chairman's Agreement") between TCF FINANCIAL CORPORATION, a Delaware corporation ("TCF Financial" or the "Company"), TCF NATIONAL BANK, a national banking association ("TCF Bank") (jointly and severally TCF Bank and TCF Financial are referred to as the "Company") and WILLIAM A. COOPER ("Executive" or "Cooper").

#### RECITALS:

WHEREAS, Executive and TCF Financial are currently parties to a Change in Control Agreement (the "CIC Agreement") which includes an "excise tax gross-up" provision which applies in the event TCF Financial undergoes a change in control and payments made thereafter to Executive result in an excise tax under section 4999 of the Internal Revenue Code; and

WHEREAS, the CIC Agreement expires December 31, 2005 upon Executive's retirement as Chief Executive Officer of TCF Financial, however on and after December 31, 2005 Executive will continue with TCF Financial as its Chairman under the terms of the Chairman's Agreement; and

WHEREAS, TCF Financial intends that Executive will enjoy the same CIC excise tax gross-up provision in his ongoing position of Chairman as he has currently as Chairman and Chief Executive Officer of TCF Financial;

NOW, THEREFORE, the parties agree to and hereby do amend the Chairman's Agreement to include this Supplement at the end thereof, providing Executive with the same excise tax gross-up provision, effective January 1, 2006 and for the remainder of the term of the Chairman's Agreement, as he currently enjoys under the CIC Agreement:

#### CERTAIN ADDITIONAL PAYMENTS BY THE COMPANY: INTERNAL REVENUE CODE § 409A

(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 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 Supplement, including whether a Gross-Up Payment is required and the amount of the Gross-Up Payment, shall be made by the firm of independent public accountants selected by the Company to audit its financial statements for the year immediately preceding the Change in

Control (the "Accounting Firm") which shall provide detailed supporting calculations to the Company and 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

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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.

(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 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

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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.

IN WITNESS WHEREOF, the Parties have executed this Supplement to be effective as of the date set forth above.

TCF FINANCIAL CORPORATION

TCF NATIONAL BANK

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

By: /s/ Barry N. Winslow  
Barry N. Winslow

Its: President and Chief Operating Officer

Its: President

WITNESS:

/s/ Diane O. Stockman

/s/ William A. Cooper  
William A. Cooper

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## Section 4: EX-10.(F) (MATERIAL CONTRACTS)

Exhibit 10(f)

### CHIEF EXECUTIVE OFFICER CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT, made and entered into as of January 1, 2006 between TCF FINANCIAL CORPORATION, a Delaware corporation ("TCF Financial" or the "Company") and Lynn A. Nagorske (the "Executive").

#### RECITALS:

WHEREAS, the Executive is now and has been President and Chief Operating Officer of the Company and has been elected to the position of Chief Executive Officer of the Company effective as of the date first set forth above;

WHEREAS, the Executive and the Company are contemporaneous with the execution and delivery of this Agreement entering into an employment agreement (the "Employment Agreement");

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

WHEREAS, as a partial inducement for the Executive to enter into the Employment Agreement with the Company, the Company desires to provide the Executive with certain compensation and benefits in the event a Change in Control of the Company occurs,

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

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:
  - (a) Change in Control. A "Change in Control" shall be deemed to have occurred if, prior to the expiration of this Agreement:
    - (i) during any period of two (2) consecutive years individuals who at the beginning of such period constitute the Board of Directors of TCF Financial cease for any reason to constitute a majority thereof, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved; or

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

as a result of stock repurchases by TCF Financial; or

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

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

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

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

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

(b) Notice of Right to Cure. If the Company proposes to terminate its obligations hereunder for Cause under paragraph 2(a), the Company shall give written notice to the Executive specifying the reasons for such proposed determination with particularity and specifying a cure the Company deems appropriate, and, in the case of a termination for Cause under paragraphs 2(a)(i), (iii), (iv), or (v) the Executive shall have a reasonable opportunity to correct any curable situation to the reasonable satisfaction of the Board of Directors of the Company, which period shall be no less than fifteen (15) days from the Executive's receipt of the notice of proposed termination. Notwithstanding the foregoing, this Agreement shall not be terminated for Cause unless and until there shall be delivered to the Executive a copy of the

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resolution duly adopted by the affirmative vote of not less than the majority of the members of the Board of Directors of the Company at a meeting called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his legal counsel, to be heard before the Board of Directors) finding that, in the opinion of the Company's Board of Directors, the Executive has engaged in conduct justifying a termination of this Agreement for Cause.

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

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

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

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

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

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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.

4. Certain Additional Payments by the Company.

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

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

Section 4999 of the Code at the time of the initial determination by the Accounting Firm, it is possible that Gross-Up Payments which will not have been made by the Company should have been made ("Underpayment"). In the event that the Company exhausts its remedies pursuant to paragraph 4(c) below, and the Executive is thereafter required to make a payment of Excise Tax, the Accounting Firm shall promptly determine the amount of the Underpayment that has occurred and any such Underpayment shall be paid by the Company to the Executive within five (5) days after such determination.

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

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

however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall advance, on an interest-free basis, the amount of such payment to the Executive together with any Excise

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Tax and income taxes imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

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

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

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

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

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

(a) Arbitration. Any claim or dispute relating to the terms and performance of this Agreement, shall be resolved by binding private arbitration before three arbitrators and any award rendered by any arbitration panel, or a majority thereof, may be filed and a judgment obtained in

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

(b) Expenses of Prosecution/Defense of Claim. During the pendency of a dispute between the Company and the Executive relating to the terms or performance of this Agreement, the Company shall promptly pay the Executive's reasonable expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim for expenses of representation shall be submitted by the Executive or any person acting on his behalf unless made in writing to the Board of Directors within 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 Executive or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company, or its subsidiaries, except that there shall be no double payment under this Agreement and any employment agreement between Company and Executive.

9. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform its obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform them if no succession had taken place

unless, in the opinion of legal counsel mutually acceptable to the Company and the Executive, such obligations have been assumed by the successor as a matter of law. The Executive's rights under this Agreement shall inure to the benefit of, and shall be enforceable by, the Executive's legal representative or other successors in interest, but shall not otherwise be assignable or transferable.

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

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

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

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

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

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

TCF FINANCIAL CORPORATION

ATTEST:

By: /s/ William A. Cooper  
William A. Cooper

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

Its: Chairman of the Board  
and Chief Executive Officer

WITNESS:

/s/ Diane O. Stockman

/s/ Lynn A. Nagorske  
Lynn A. Nagorske

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## Section 5: EX-10.(G)-1 (MATERIAL CONTRACTS)

Exhibit 10(g)-1

### CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT made and entered into as of January 1, 2006 between TCF FINANCIAL CORPORATION, a Delaware Corporation ("TCF Financial" or the "Company") and Neil Brown (the "Executive").

#### RECITALS:

WHEREAS, the Executive has been elected to the position of President and Chief Financial Officer of the Company;

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

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

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

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

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

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

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

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

(b) Good Reason. By following the procedure set forth in this paragraph, the Executive shall have the right to terminate the Executive’s employment with the company for “Good Reason” in the event (i) the Executive is not at all times the same duly elected officer of the Company that Executive was immediately prior to the Change in Control; (ii) there is any material reduction in the scope of the Executive’s authority and responsibility (provided, however, in the event of any illness or injury which disables the Executive from performing the Executive’s duties, the Company may reassign the Executive’s duties to one or more other employees until the Executive is able to perform such duties); (iii) there is a reduction in the Executive’s Base Salary, an amendment to any stock incentive plan, pension plan or supplemental employee retirement plan applicable to the Executive which is materially adverse to the Executive, or a material reduction in the other benefits to which the Executive was entitled prior to the Change in Control; or (iv) the Company requires the Executive’s principal place of employment to be anywhere other than where it was immediately prior to the Change in Control. If the Executive proposes to terminate his employment for Good Reason under this paragraph, the Executive shall give written notice to the Company, specifying the reason therefore with particularity. In the event the Executive proposes to terminate his employment for Good Reason under clause (i), (iii), or (iv) in this paragraph, the termination shall be effective on the date of such notice. In the event the Executive proposes to terminate his employment for Good Reason under clause (ii) in this paragraph, the Company will have an opportunity to correct any curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than thirty (30) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within thirty (30) days after the expiration of the time so fixed within which to correct such situation, give written notice to the Company that his employment is terminated for Good Reason effective forthwith.

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

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

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

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



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

3. Termination of Employment Upon Change in Control – Severance Payments. In the event of a Change in Control, if: (i) the Executive terminates his or her employment for any reason by giving the Company notice within the 30-day period immediately preceding the first anniversary of the closing date of the Change in Control; or (ii) within the twenty-four (24) months after the occurrence of such Change in Control the Executive terminates employment for Good Reason, or (iii) within the six (6) months before or the twenty-four (24) months after the occurrence of such Change in Control the Executive's employment ends for any other reason, including (x) the Company's failure to continue to employ Executive after expiration of Executive's employment agreement, but not including (y) such an end of employment by reason of death, disability or after this Agreement has been terminated for Cause (as defined herein); then the Executive shall be entitled to the following severance benefits (which benefits in either case are referred to as the "Termination Payments"):

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

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immediately preceding the year in which termination occurs. In the event Executive's termination occurs after the end of a calendar year, but before a bonus earned in that calendar year has been paid, the Company shall pay such bonus to Executive in addition to the amount otherwise payable under this paragraph (a).

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

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

(d) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement are intended to comply with 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.

4. Certain Additional Payments by the Company.

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

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to such excise tax (such excise tax, together with any such interest and penalties, are collectively referred to as the "Excise Tax"), then the Company shall pay the Executive in cash an amount (the "Gross-Up Payment") such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including but not limited to income taxes (and any interest and penalties imposed with respect thereto) and any additional Excise Tax, imposed upon the Gross-Up Payment, the Executive retains (after payment of such taxes, interest and penalties) an amount of the Gross-Up Payment equal to the Excise Tax imposed on the Payments.

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

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

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

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

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

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

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

(d) If, after the receipt by the Executive of an amount advanced by the Company pursuant to paragraph 4(c), the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of paragraph 4(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any income or other taxes applicable thereto and assessed on the Executive have been paid by the Executive from such refund). If, after the receipt by the Executive

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of an amount advanced by the Company pursuant to paragraph 4(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

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

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

employment termination and such competing entity operates within a 50 mile radius of any location operated by the Company or any TCF Subsidiary.

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

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

- (i) The right and remedy to have the provisions of this paragraph 5

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specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed by the Executive that any such breach or threatened breach will cause irreparable injury to the Company and the TCF Subsidiaries and that money damages will not provide an adequate remedy to the Company and the TCF Subsidiaries; and

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

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

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

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

(b) Expenses of Prosecution/Defense of Claim. During the pendency of a dispute between the Company and the Executive relating to the terms or performance of this Agreement,

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the Company shall promptly pay the Executive's reasonable expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim for expenses of representation shall be submitted by the Executive or any person acting on his behalf unless made in writing to the Board of Directors within 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 Executive or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company, or its subsidiaries, except that there shall be no double payment under this Agreement and any employment agreement between Company and Executive.

9. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or

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

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

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

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

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

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

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

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

TCF FINANCIAL CORPORATION

ATTEST:

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

Its: President and Chief Operating Officer

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

WITNESS:

/s/ Diane O. Stockman

/s/ Neil W. Brown  
Neil W. Brown

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## Section 6: EX-10.(G)-2 (MATERIAL CONTRACTS)

Exhibit 10(g)-2

### CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT made and entered into as of January 1, 2006 between TCF FINANCIAL CORPORATION, a Delaware Corporation ("TCF Financial" or the "Company") and [Name] (the "Executive").

#### RECITALS:

WHEREAS, the Executive has been elected to the position of [Position Title] of the Company;

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

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

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

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

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

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

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

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

(b) Good Reason. By following the procedure set forth in this paragraph, the Executive shall have the right to terminate the Executive's employment with the company for "Good Reason" in the event (i) the Executive is not at all times the same duly elected officer of the Company that Executive was immediately prior to the Change in Control; (ii) there is any material reduction in the scope of the Executive's authority and responsibility (provided, however, in the event of any illness or injury which disables the Executive from performing the Executive's duties, the Company may reassign the Executive's duties to one or more other employees until the Executive is able to perform such duties); (iii) there is a reduction in the Executive's Base Salary, an amendment to any stock incentive plan, pension plan or supplemental employee retirement plan applicable to the Executive which is materially adverse to the Executive, or a material reduction in the other benefits to which the Executive was entitled prior to the Change in Control; or (iv) the Company requires the Executive's principal place of employment to be anywhere other than where it was immediately prior to the Change in Control. If the Executive proposes to terminate his employment for Good Reason under this paragraph, the Executive shall give written notice to the Company, specifying the reason therefore with particularity. In the event the Executive proposes to terminate his employment for Good Reason under clause (i), (iii), or (iv) in this paragraph, the termination shall be effective on the date of such notice. In the event the Executive proposes to terminate his employment for Good Reason under clause (ii) in this paragraph, the Company will have an opportunity to correct any curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than thirty (30) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within thirty (30) days after the expiration of the time so fixed within which to correct such situation, give written notice to the Company that his employment is terminated for Good Reason effective forthwith.

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

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

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

(b) Notice of Right to Cure. If the Company proposes to terminate its obligations hereunder for Cause under paragraph 2(a), the Company shall give written notice to the Executive specifying the reasons for such proposed determination with particularity and specifying a cure the Company deems appropriate, and, in the case of a termination for Cause under paragraphs 2(a)(i), (iii), (iv), or (v) the Executive shall have a

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

3. Termination of Employment Upon Change in Control – Severance Payments. In the event of a Change in Control, if: (i) the Executive terminates his or her employment for any reason by giving the Company notice within the 30-day period immediately preceding the first anniversary of the closing date of the Change in Control; or (ii) within the twenty-four (24) months after the occurrence of such Change in Control the Executive terminates employment for Good Reason, or (iii) within the six (6) months before or the twenty-four (24) months after the occurrence of such Change in Control the Executive's employment ends for any other reason, including (x) the Company's failure to continue to employ Executive after expiration of Executive's employment agreement, but not including (y) such an end of employment by reason of death, disability or after this Agreement has been terminated for Cause (as defined herein); then the Executive shall be entitled to the following severance benefits (which benefits in either case are referred to as the "Termination Payments"):

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

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immediately preceding the year in which termination occurs. In the event Executive's termination occurs after the end of a calendar year, but before a bonus earned in that calendar year has been paid, the Company shall pay such bonus to Executive in addition to the amount otherwise payable under this paragraph (a).

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

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

(d) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement are intended to comply with 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.

4. Certain Additional Payments by the Company.

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

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to such excise tax (such excise tax, together with any such interest and penalties, are collectively referred to as the "Excise Tax"), then the Company shall pay the Executive in cash an amount (the "Gross-Up Payment") such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including but not limited to income taxes (and any interest and penalties imposed with respect thereto) and any additional Excise Tax, imposed upon the Gross-Up Payment, the Executive retains (after payment of such taxes, interest and penalties) an amount of the Gross-Up Payment equal to the Excise Tax imposed on the Payments.

(b) Determination of Gross-Up Payment. Subject to paragraph 4(c) below, all determinations required to be made under this paragraph 4, including whether a Gross-Up Payment is required and the amount of the Gross-Up Payment, shall be made by the firm of independent public accountants selected by the Company to audit its financial statements for the year immediately preceding the Change in

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

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

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

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

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

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

(d) If, after the receipt by the Executive of an amount advanced by the Company pursuant to paragraph 4(c), the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of paragraph 4(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any income or other taxes applicable thereto and assessed on the Executive have been paid by the Executive from such refund). If, after the receipt by the Executive

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of an amount advanced by the Company pursuant to paragraph 4(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

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

(a) Covenant Not to Compete. While Executive is actively employed by the Company and, in the event of a termination of employment for any reason after a Change in Control, for a period of one year after such termination of the Executive's employment, the Executive

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

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

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

- (i) The right and remedy to have the provisions of this paragraph 5

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specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed by the Executive that any such breach or threatened breach will cause irreparable injury to the Company and the TCF Subsidiaries and that money damages will not provide an adequate remedy to the Company and the TCF Subsidiaries; and

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

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

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

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

(b) Expenses of Prosecution/Defense of Claim. During the pendency of a dispute between the Company and the Executive relating to the terms or performance of this Agreement,

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the Company shall promptly pay the Executive's reasonable expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim for expenses of representation shall be submitted by the Executive or any person acting on his behalf unless made in writing to the Board of Directors within 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 Executive or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company, or its subsidiaries, except that there shall be no double payment under this Agreement and any employment agreement between Company and Executive.

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

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

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

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

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

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

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

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

TCF FINANCIAL CORPORATION

ATTEST:

By: \_\_\_\_\_  
Lynn A. Nagorske

Its: President and Chief Operating Officer

\_\_\_\_\_  
Vice Chairman, General Counsel  
and Secretary

WITNESS:

\_\_\_\_\_  
[Name]

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## Section 7: EX-10.(I)-1 (MATERIAL CONTRACTS)

THIS AGREEMENT, made and entered into as of January 1, 2006 between TCF FINANCIAL CORPORATION, a Delaware corporation (the "Company"), and Neil Brown (the "Executive").

RECITALS:

WHEREAS, the Executive has been elected to the position of President and Chief Financial Officer of the Company;

WHEREAS, Company and Executive are currently parties to a "Change in Control Agreement" and a "Non-Solicitation and Confidentiality Agreement", both expiring January 1, 2008 or sooner, (the "Prior Agreements");

WHEREAS, the Executive and the Company wish to enter into this Agreement to provide for the continued employment of Executive by Company and to supersede and replace the Prior Agreements;

WHEREAS, the Executive and the Company are willing to enter into this Agreement upon the terms and conditions set forth herein; and

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

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

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

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executive offices in Wayzata, Minnesota or at such other location as may be mutually agreed upon by the Executive and the Company; provided that the Executive shall travel to other locations at such times as may be necessary for the performance of his duties under this Agreement.

2. Term of Employment. Unless sooner terminated as provided in paragraph 4 below, the term of this Agreement shall commence on the date hereof and shall continue through December 31, 2007; provided that the term shall be automatically extended for one year on each January 1st commencing January 1, 2008 unless either party gives written notice to the other six months prior to the date on which the automatic extension would be effective.

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

(a) Base Salary. As compensation for the Executive's services, the Executive shall be paid a base salary at a minimum annual rate of \$400,000 payable in accordance with the Company's customary payroll policy, which salary may be increased (but not reduced) from time to time at the discretion of the Board of Directors (the "Base Salary").

(b) Other. The Executive shall, in addition to the Base Salary, also be entitled to an annual bonus opportunity (the "Annual Bonus"), stock options, restricted stock, stock appreciation rights and employee benefits in accordance with company policy and as approved by the Compensation Committee of the Company's Board of Directors from time to time. In addition, Executive shall be entitled to such perquisites as are approved by the Chief Executive Officer and reported to the Compensation Committee of the Board from time to time.

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

4. Termination of Employment.

(a) Death, Disability, Retirement or Voluntary Resignation. In the event of the Executive's death, disability as defined in the Company's long term disability plan then in effect, or retirement (termination by Executive which the Compensation Committee determines is a retirement) the employment of the Executive hereunder shall terminate and the Company's

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

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

(c) Termination for Good Reason by the Executive. By following the procedure set forth in paragraph 4(e), the Executive shall have the right to terminate the Executive's employment with the Company for "Good Reason" in the event (i) there is a reduction in the Executive's Base Salary, an amendment to any stock incentive plan, pension plan or supplemental employee retirement plan applicable to the Executive which is materially adverse to the Executive, or a material reduction in the other benefits to which the Executive is entitled under paragraph 3 above (other than a reduction applied to executives or employees generally); or (ii) the Company fails to perform its obligations under this Agreement. If the employment of the Executive is terminated by the Executive for Good Reason before a change in control as defined in the CIC Agreement ("Change in Control"), the Executive shall be entitled to the severance benefits set forth in paragraph 4(f) below.

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

(e) Notice of Right to Cure.

(i) Termination by Company for Cause. If the Company proposes to terminate the employment of the Executive for Cause under paragraph 4(b), the Company shall

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

(ii) Termination by Executive for Good Reason. If the Executive proposes to terminate his employment for Good Reason under paragraph 4(c) above, the Executive shall give written notice to the Company, specifying the reason therefore with particularity and specifying a cure the Executive deems appropriate for matters covered by paragraph 4(c)(ii) above. In the event the Executive proposes to terminate his employment for Good Reason under paragraph 4(c)(i) above, the termination shall be effective on the date of such notice. In the event the Executive proposes to terminate his employment for Good Reason under paragraph 4(c)(ii) above, the Company will have an opportunity to correct a curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than fifteen (15) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within fifteen (15) days after the expiration of the time so fixed within which to correct such situation, give written notice to the Company that his employment is terminated for Good Reason effective forthwith.

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

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

earned in that calendar year has been paid, the Company shall pay such bonus to Executive in addition to the amount otherwise payable under this paragraph (i).

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

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

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

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

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

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

(j) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement are intended to 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

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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.

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

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

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

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

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

(ii) The right and remedy to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments, or other benefits, other than those payable under this Agreement, derived or received by the Executive or

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the enterprise in competition with the Company or any of the TCF Subsidiaries as the result of any transactions constituting a breach of any part of this paragraph 5, and Executive agrees to account for and pay over to the Company such amounts promptly upon demand therefore.

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

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

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

(b) Expenses of Prosecution/Defense of Claim. During the pendency of a dispute between the Company and the Executive relating to the Executive's employment or the terms or performance under this Agreement, the Company shall promptly pay the Executive's reasonable expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim

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for expenses of representation shall be submitted by the Executive or any person acting on his behalf unless made in writing to the Board of Directors within one year of the performance of the services for which such claim is made.

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

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

10. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform its obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform them if no succession had taken place unless, in the opinion of legal counsel mutually acceptable to the Company and the Executive, such obligations have been assumed by the successor as a matter of law. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession (unless the foregoing opinion is rendered to the Executive) shall entitle the Executive to terminate his employment and to receive the payments provided for in paragraph 4(f) above as if the Executive terminated this Agreement for Good Reason. The Executive's rights under this Agreement shall inure to the benefit of, and shall be enforceable by, the Executive's legal representative or other successors in interest, but shall not otherwise be assignable or transferable.

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

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

13. Notices. All notices under this Agreement shall be in writing and shall be deemed effective when delivered in person (in the Company's case, to its Secretary) or 48 hours after

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deposit thereof in the U.S. mails, postage prepaid, addressed, in the case of the Executive, to his last known address as carried on the personnel records of the Company and, in the case of the Company, to the corporate headquarters, attention of the Secretary, or to such other address as the party to be notified may specify by written notice to the other party.

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

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

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

TCF FINANCIAL CORPORATION

ATTEST:

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

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

Its: President and Chief Operating Officer

WITNESS:

/s/ Diane O. Stockman

/s/ Neil W. Brown  
Neil W. Brown

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## Section 8: EX-10.(I)-2 (MATERIAL CONTRACTS)

Exhibit 10(i)-2

THIS AGREEMENT, made and entered into as of January 1, 2006 between TCF FINANCIAL CORPORATION, a Delaware corporation (the "Company"), and [Name] (the "Executive").

RECITALS:

WHEREAS, the Executive has been elected to the position of [Position Title] of the Company;

WHEREAS, Company and Executive are currently parties to a "Change in Control Agreement" and a "Non-Solicitation and Confidentiality Agreement", both expiring January 1, 2008 or sooner, (the "Prior Agreements");

WHEREAS, the Executive and the Company wish to enter into this Agreement to provide for the continued employment of Executive by Company and to supersede and replace the Prior Agreements;

WHEREAS, the Executive and the Company are willing to enter into this Agreement upon the terms and conditions set forth herein; and

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

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

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

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executive offices in Wayzata, Minnesota or at such other location as may be mutually agreed upon by the Executive and the Company; provided that the Executive shall travel to other locations at such times as may be necessary for the performance of his duties under this Agreement.

2. Term of Employment. Unless sooner terminated as provided in paragraph 4 below, the term of this Agreement shall commence on the date hereof and shall continue through December 31, 2007; provided that the term shall be automatically extended for one year on each January 1st commencing January 1, 2008 unless either party gives written notice to the other six months prior to the date on which the automatic extension would be effective.

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

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

(b) Other. The Executive shall, in addition to the Base Salary, also be entitled to an annual bonus opportunity (the "Annual Bonus"), stock options, restricted stock, stock appreciation rights and employee benefits in accordance with company policy and as approved by the Compensation Committee of the Company's Board of Directors from time to time. In addition, Executive shall be entitled to such perquisites as are approved by the Chief Executive Officer and reported to the Compensation Committee of the Board from time to time.

4. Termination of Employment.

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

(b) Termination for Cause by the Company. By following the procedure set forth in paragraph 4(e), the Company shall have the right to terminate the employment of the Executive for "Cause" in the event the Executive: (i) has engaged in willful and recurring misconduct in not following the legitimate directions of the Board of Directors of the Company after fair warning; (ii) has been convicted of a felony and all appeals from such conviction have been

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

(c) Termination for Good Reason by the Executive. By following the procedure set forth in paragraph 4(e), the Executive shall have the right to terminate the Executive's employment with the Company for "Good Reason" in the event (i) there is a reduction in the Executive's Base Salary, an amendment to any stock incentive plan, pension plan or supplemental employee retirement plan applicable to the Executive which is materially adverse to the Executive, or a material reduction in the other benefits to which the Executive is entitled under paragraph 3 above (other than a reduction applied to executives or employees generally); or (ii) the Company fails to perform its obligations under this Agreement. If the employment of the Executive is terminated by the Executive for Good Reason before a change in control as defined in the CIC Agreement ("Change in Control"), the Executive shall be entitled to the severance benefits set forth in paragraph 4(f) below.

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

(e) Notice of Right to Cure.

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

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(ii) Termination by Executive for Good Reason. If the Executive proposes to terminate his employment for Good Reason under paragraph 4(c) above, the Executive shall give written notice to the Company, specifying the reason therefore with particularity and specifying a cure the Executive deems appropriate for matters covered by paragraph 4(c)(ii) above. In the event the Executive proposes to terminate his employment for Good Reason under paragraph 4(c)(i) above, the termination shall be effective on the date of such notice. In the event the Executive proposes to terminate his employment for Good Reason under paragraph 4(c)(ii) above, the Company will have an opportunity to correct a curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than fifteen (15) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within fifteen (15) days after the expiration of the time so fixed within which to correct such situation, give written notice to the Company that his employment is terminated for Good Reason effective forthwith.

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

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

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



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

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

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

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

(j) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement are intended to 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.

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

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

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becomes an officer, employee, agent, partner, director or owner of a 10 (ten) percent or greater equity interest of any company (or its affiliated companies) which engages in any types of business in which the Company or the TCF Subsidiaries are engaged at the time of employment termination and such competing entity operates within a 50 mile radius of any location operated by the Company or any TCF Subsidiary.

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

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

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

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

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

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

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beneficiaries by written notice to either the Company to such effect, except to the extent, if any restricted by law.

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

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

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

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

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

10. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company, to expressly assume and agree to perform its obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform them if no succession had taken place unless, in the opinion of legal counsel mutually acceptable to the Company and the Executive, such obligations have been assumed by the successor as a matter of law. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession (unless the foregoing opinion is rendered to the Executive) shall entitle the Executive to terminate his employment and to receive the payments provided for in paragraph 4(f) above as if the Executive terminated this Agreement for Good Reason. The Executive's rights under this Agreement shall inure to the benefit of, and shall be enforceable by, the Executive's legal representative or other successors in interest, but shall not otherwise be assignable or transferable.

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

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

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

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

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

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

TCF FINANCIAL CORPORATION

ATTEST:

By: \_\_\_\_\_  
Lynn A. Nagorske

Its: President and Chief Operating Officer

\_\_\_\_\_  
Vice Chairman, General Counsel  
and Secretary

WITNESS:

\_\_\_\_\_  
[Name]

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## Section 9: EX-10.(I)-3 (MATERIAL CONTRACTS)

Exhibit 10(i)-3

### CHANGE IN CONTROL AND NON-SOLICITATION AGREEMENT

THIS AGREEMENT made and entered into as of January 1, 2006 between TCF FINANCIAL CORPORATION, a Delaware Corporation ("TCF Financial" or the "Company") and «Name» (the "Executive").

#### RECITALS:

WHEREAS, the Executive has been elected to the position of «Position\_Title» of the Company;

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

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

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

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

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

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

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

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

(b) Good Reason. By following the procedure set forth in this paragraph, the Executive shall have the right to terminate the Executive’s employment with the company for “Good Reason” in the event (i) the Executive is not at all times the same duly elected officer of the Company that Executive was immediately prior to the Change in Control; (ii) there is any material reduction in the scope of the Executive’s authority and responsibility (provided, however, in the event of any illness or injury which disables the Executive from performing the Executive’s duties, the Company may reassign the Executive’s duties to one or more other employees until the Executive is able to perform such duties); (iii) there is a reduction in the Executive’s Base Salary, an amendment to any stock incentive plan, pension plan or supplemental employee retirement plan applicable to the Executive which is materially adverse to the Executive, or a material reduction in the other benefits to which the Executive was entitled prior to the Change in Control; or (iv) the Company requires the Executive’s principal place of employment to be anywhere other than where it was immediately prior to the Change in Control. If the Executive proposes to terminate his employment for Good Reason under this paragraph, the Executive shall give written notice to the Company, specifying the reason therefore with particularity. In the event the Executive proposes to terminate his employment for Good Reason under clause (i), (iii), or (iv) in this paragraph, the termination shall be effective on the date of such notice. In the event the Executive proposes to terminate his employment for Good Reason under clause (ii) in this paragraph, the Company will have an opportunity to correct any curable situation to the reasonable satisfaction of the Executive within the period of time specified in the notice which shall not be less than thirty (30) days. If such correction is not so made or the circumstances or situation is such that it is not curable, the Executive may, within thirty (30) days after the expiration of the time so fixed within which to correct such situation, give written notice to the Company that his employment is terminated for Good Reason effective forthwith.

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

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

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

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

3. Termination of Employment Upon Change in Control – Severance Payments. In the event of a Change in Control, if: (i) the Executive terminates his or her employment for any reason by giving the Company notice within the 30-day period immediately preceding the first

anniversary of the closing date of the Change in Control; or (ii) within the twenty-four (24) months after the occurrence of such Change in Control the Executive terminates employment for Good Reason, or (iii) within the six (6) months before or the twenty-four (24) months after the occurrence of such Change in Control the Executive's employment ends for any other reason, but not including such an end of employment by reason of death, disability or after this Agreement has been terminated for Cause (as defined herein); then the Executive shall be entitled to the following severance benefits (which benefits in either case are referred to as the "Termination Payments"):

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

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year has been paid, the Company shall pay such bonus to Executive in addition to the amount otherwise payable under this paragraph (a).

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

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

(d) Section 409A of the Internal Revenue Code. The arrangements described in this Agreement are intended to comply with 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.

#### 4. Certain Additional Payments by the Company.

(a) Gross-Up Payment. Anything to the contrary notwithstanding, in the event it shall be determined that any payment, distribution or benefit made or provided by the Company (or any successor thereto) to or for the benefit of the Executive (whether pursuant to this Agreement or otherwise) (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended, (the "Code") or any interest or penalties with respect to such excise tax (such excise tax, together with any such interest and penalties, are collectively referred to as the "Excise Tax"), then the Company shall pay the Executive in cash an amount (the

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"Gross-Up Payment") such that after payment by the Executive of all taxes (including any interest or penalties imposed with respect to such taxes), including but not limited to income taxes (and any interest and penalties imposed with respect thereto) and any additional Excise Tax, imposed upon the Gross-Up Payment, the Executive retains (after payment of such taxes, interest and penalties) an amount of the Gross-Up Payment equal to the Excise Tax imposed on the Payments.

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

Firm shall promptly determine the amount of the Underpayment that has occurred and any such Underpayment shall be paid by the Company to the Executive within five (5) days after such determination.

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

(i) give the Company any information reasonably requested by the Company

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relating to such claim;

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

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

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

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

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not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of thirty (30) days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

#### 5. Non-Solicitation Covenant.

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

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

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

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

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

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Company's severance pay policy.

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

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

(b) Expenses of Prosecution/Defense of Claim. During the pendency of a dispute between the Company and the Executive relating to the terms or performance of this Agreement, the Company shall promptly pay the Executive's reasonable expenses of representation upon delivery of periodic billings for same, provided that (i) Executive (or a person claiming on his behalf) shall promptly repay all amounts paid hereunder at the conclusion of the dispute if the resolution thereof includes a finding that the Executive did not act in good faith in the matter in dispute or in the dispute proceeding itself, and (ii) no claim for expenses of representation shall be submitted by the Executive or any person acting on his behalf unless made in writing to the Board of Directors within 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 Executive or his beneficiary may be entitled to receive under any other plan or program now or hereafter maintained by the Company, or its subsidiaries, except that there shall be no double payment under this Agreement and any employment agreement between Company and Executive.

9. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or

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

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

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

12. Notices. All notices under this Agreement shall be in writing and shall be deemed effective when delivered in person (in the

Company's case, to its Secretary) or 48 hours after deposit thereof in the U.S. mails, postage prepaid, addressed, in the case of the Executive, to his last known address as carried on the personnel records of the Company and, in the case of the Company, to the corporate headquarters, attention of the Secretary, or to such other address as the party to be notified may specify by written notice to the other party.

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

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

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

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

TCF FINANCIAL CORPORATION

ATTEST:

By: \_\_\_\_\_  
Lynn A. Nagorske

Its: President and Chief Operating Officer

\_\_\_\_\_  
Vice Chairman, General Counsel  
and Secretary

WITNESS:

\_\_\_\_\_  
«Name»

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## Section 10: EX-10.(J)-1 (MATERIAL CONTRACTS)

Exhibit 10(j)-1

### Amendment to 2005 ESPP SERP

Re: Eligibility, Benefits in 2006

WHEREAS, this Committee has the authority to amend the 2005 ESPP SERP and desires to do so with respect to eligibility and benefits for the 2006 calendar year;

NOW, THEREFORE, the 2005 ESPP SERP is hereby amended effective January 1, 2006 as follows:

1. Article II (b) (Eligible Employee) is amended to add the following as eligible employees:

An officer of the rank of Senior Vice President or higher at Winthrop Resources Corporation who was eligible for the Winthrop Deferred Compensation Plan before it was discontinued effective January 1, 2005.

2. Article II (Definitions) (g) ("Covered Compensation") shall be amended to read as follows:

**Covered Compensation.** "Covered Compensation" is any «Basic Compensation» as defined in the ESPP Plan including such



Compensation in excess of the limit on Basic Compensation under IRC § 401(a)(17) earned by an Eligible Employee in any Plan Year, and also including any amounts which would have been Basic Compensation (disregarding any limit on Basic Compensation under IRC § 401(a)(17) in such Plan Year) except that such Employee authorized the Employer before the beginning of the Plan Year in which such Compensation was earned (or in the case of an Annual Bonus, as defined under IRC § 409A and the regulations thereunder, six months prior to the end of the performance period) to defer such amounts which would otherwise be deferred under the ESPP Plan to this Plan.

3. Article III Supplemental Benefits Related to the ESPP Plan.

(a) SERP Employee Contributions shall be amended to read as follows:

(a) SERP Employee Contributions.

An Eligible Employee who elects to participate in this Plan for the Plan Year will contribute to this Plan amounts that exceed limitations on such

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Employee's contributions to the ESPP Plan imposed by IRC §§ 401(a)(17), 401(k)(3) and, 401(m)(2) (the "IRC Limitations") provided that:

(i) Prior to the beginning of each Plan Year, an Eligible Employee who elects to participate in this Plan for the Plan Year authorizes the Employer to contribute the amount by which such Employee's salary and/or Commission deferral contribution under the ESPP Plan is limited by the IRC Limitations to this Plan as the Employee's SERP Employee Contributions for the Plan Year.

(ii) Prior to June 30 of each Plan Year, an Eligible Employee who elects to participate in this Plan for the Plan Year authorizes the Employer to contribute the amount by which such Employee's Annual Bonus contribution under the ESPP Plan is limited by the IRC Limitations to this Plan as the Employee's SERP Employee Contributions for the Plan Year.

Any election by an Eligible Employee of SERP Employee Contributions pursuant to this section (a) shall be in writing, shall be made prior to the beginning of the Plan Year in which the services are performed (or with respect to the Annual Bonus, the date the election is required under paragraph (ii), above), shall be irrevocable when received by the Employer, and shall be applicable to all Covered Compensation earned during such Plan Year. Employees who become Eligible Employees after the beginning of the Plan Year must elect to participate in this Plan within thirty (30) days after becoming Eligible Employees provided such election only applies to salary and/or Commissions earned after the election is received by the Employer. For purposes of the Annual Bonus, such election only applies to total bonus compensation for the performance period for such Bonus, multiplied by the ratio of the number of days remaining in the performance period after the election is made over the total number of days in the performance period.

Plan Year 2006. For the Plan Year 2006, the following special rules shall apply:

For Eligible Employees electing to participate before the beginning of the Plan Year, their salary and/or commission deferral contribution to the ESPP Plan shall be deemed to be 6% times their Covered Compensation in the form of salary or commissions earned during that Plan Year, the IRC Limitation under IRC § 401(k)(3) shall be deemed to be 1% of Basic Compensation (as defined in the ESPP Plan) and the IRC Limitation under IRC § 401(m)(3) shall be deemed to be the Employer Matching Contributions due with respect to such 1% of Basic Compensation.

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For purposes of this Article, "Annual Bonus" is an annual cash bonus that meets the requirements of performance-based compensation under IRC § 409A and the regulations thereunder, if any, which is earned during one calendar year and payable after the end of that year to an Eligible Employee under the Company's annual bonus program(s).

For purposes of this Article, "Commissions" are amounts earned by Eligible Employees and credited to them as "commissions" by their Employer in connection with products or services they have sold. Commissions includes any draw paid as an advance against Commissions.

(b) Employer Matching Contributions. The following sentence is added at the end thereof:

For purposes of determining the amount of Employer Matching Contributions, no more than \$250,000 of an Eligible Employee's Commissions earned during the Plan Year shall be counted.

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