

**SECOND AMENDMENT  
TO  
UNIVERSITY CARD ROYALTY AGREEMENT**

**THIS SECOND AMENDMENT** is entered into effective as of October 31, 2005, by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (herein "University"), and TCF National Bank, a national banking association (herein "Bank").

**WHEREAS**, University and Bank entered into that certain University Card Royalty Agreement, dated October 31, 2003, as amended by a First Amendment to University Card Royalty Agreement dated March 24, 2005 (the "Agreement"); and

**WHEREAS**, in connection with the bank's closing of its Dinkytown branch and the opening of a campus branch, University and Bank desire to delete references to the express check printing service referenced in Exhibits D and H of the Agreement.

**NOW, THEREFORE**, for valuable consideration, the parties agree as follows:

1. Definitions. Unless they are otherwise defined in this Second Amendment, the capitalized terms used herein shall have the same meaning ascribed to them in the Agreement. The term "Agreement" shall refer to and mean the University Card Royalty Agreement, as amended, and as further amended herein.

2. Exhibit D. The third bulleted paragraph on page D-2 of Exhibit D to the Agreement is hereby deleted in its entirety. This paragraph had read as follows: "Custom designed U of M checks express issued in campus branch in substantially the same quality as checks printed and mailed by Bank or its supplier."

3. Exhibit H. The language "and TCF Express Check Printing" is hereby deleted from the first two lines of page H-4 of Exhibit H to the Agreement.

4. Counterparts; Facsimile Signatures. This Second Amendment may be executed in counterparts, which taken together shall constitute one and the same document. Signatures received by facsimile shall be binding as an original signature.

5. Incorporation of Agreement; Continuing Effect. This Second Amendment shall be an integral part of the Agreement, and all terms of the Agreement are hereby incorporated in this Second Amendment by reference, and all terms of this Second Amendment are hereby incorporated into the Agreement as if made an original part thereof. All capitalized terms not defined herein shall have the meanings set forth in the Agreement. Except as modified herein, all terms and provisions of the Agreement shall continue in full force and effect, but to the extent the terms of this Second Amendment conflict with the Agreement, the terms of this Second Amendment shall control.

6. Entire Agreement. This Second Amendment (including all attachments, exhibits and amendments hereto) is intended by University and Bank as the final and binding expression of this amendment to the Agreement and as the complete and exclusive statement of the terms thereof. This Second Amendment cancels, supercedes and revokes all prior negotiations, representations, and agreements, whether oral or written, relating to the subject matter hereof.

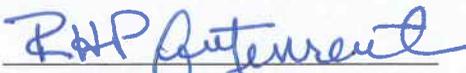
7. No Third Party Beneficiaries. Nothing in this Second Amendment, express or implied, is intended or will be construed to confer upon or give to any person (other than the parties hereto, their successors and their permitted assigns) any rights or remedies under or by reason of this Second Amendment. There are no third party beneficiaries to this Second Amendment.

8. Survival. Except as amended, deleted, or otherwise modified by this Second Amendment, the terms of the Agreement shall remain in full force and effect.

9. Warranties of Authority. Each party hereby represents and warrants to the other that the party has full right, power and authority to fully perform its obligations under this Second Amendment, and that it has full right, power and authority to execute and deliver this Second Amendment, and that the execution and delivery of this Second Amendment and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action required to be taken on the part of the party including, when necessary, approval thereof by the party's board of directors or board of regents, as applicable. Each party hereby further represents and warrants to the other that this Second Amendment constitutes a valid and binding obligation of the party enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights and except as courts of equity may limit certain remedies such as specific performance. Each party further represents and warrants to the other that the execution and delivery of this Second Amendment and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, any laws or regulations applicable to the party, or of the charter, articles of association or bylaws of a party, or any agreement or other instrument to which the party is subject or by which the party or any of its properties or assets are bound.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the day and date first written above.

**Regents of the University of Minnesota**

By   
Richard H. Pfitzenreuter, III  
Chief Financial Officer

**TCF National Bank**

By   
Mark L. Jeter  
President