

THIRD AMENDMENT TO UNIVERSITY CARD ROYALTY AGREEMENT

This Third Amendment to University Card Royalty Agreement ("Amendment") was entered into as of this ⁺² 18 day of Oct., 2011 by and between the Regents of the University of Minnesota (herein "University") and TCF National Bank (herein "Bank").

WHEREAS, University and Bank entered into a University Card Royalty Agreement as of the 31st day of October 2003 (herein "Agreement"); and

WHEREAS, the parties wish to amend the Agreement in certain respects; for example, by clarifying that account benefits under the Agreement do not continue past the time in which a Cardholder ceases to be an Eligible University Community Member associated with the University, and to clarify certain other pricing provisions.

NOW THEREFORE, for good and value consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Section 4(c) of the Agreement is amended to read as follows:

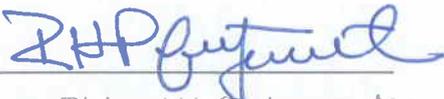
The terms of the U Card Accounts, and the availability of funds on deposit in the U Card Accounts, will be comparable to the terms and availability offered to the same class of the Bank's other customers, except as provided in Exhibit D and as otherwise expressly provided in this Agreement. Bank may, with the consent of University which shall not be unreasonably delayed or withheld, offer enhancements to the U Card Accounts for Cardholders where Bank deems it advisable to do so in order to gain wider acceptance of the product. Bank will make other services and discounts available to Cardholders as described in Exhibit D. Any terms, services, discounts and other benefits to a Cardholder described in this Agreement (including the exhibits to this Agreement) may be discontinued upon expiration or termination of this Agreement. Any terms, services, discounts and other applicable benefits to a Cardholder described in this Agreement (including the exhibits to this Agreement) may also be discontinued twenty four (24) months after the Cardholder ceases to be an Eligible University Community member associated with the University. Bank may rely on reports submitted by University under Section 7 of this Agreement in determining when a Cardholder ceases to be an Eligible University Community Member associated with the University. A Cardholder who ceases to be, and then later becomes, an Eligible University Community Member associated with the University may reapply for a U Card Account to receive the benefits provided for in this Agreement. University's information materials relative to the benefits provided hereunder to its Cardholders will be submitted to Bank for review and approval prior to use and will disclose that such benefits will be for the time period provided for under this Agreement.

2. The parties agree that the amendments in Sections 1 are intended to maintain and enhance the relationship between the parties. In further consideration for the amendments, University acknowledges that Bank is enhancing the U Card Checking Account by making enhancements to the mobile banking services available to Eligible University Community Members. Such enhancement include the addition of unique mobile banking applications for iPhones, Blackberries, and mobile devices using Android operating systems. Bank will complete the implementation of such enhancements as soon as reasonably practical after the effective date of this Amendment, subject to availability of its current resources and those of its vendors. Bank further agrees to make good faith efforts to continually find other ways to improve the U Card Checking Account product in accordance with Exhibit H.

This Third Amendment to University Card Royalty Agreement is made and entered into as of the date first set forth above.

**REGENTS OF THE UNIVERSITY
OF MINNESOTA**

TCF NATIONAL BANK

By 
Richard H. Prutzenreuter
CFO - Treasurer
Title _____

By 
Title Executive Vice President
Managing Director of Branch Banking