

### THIRD AMENDMENT TO NAMING AGREEMENT

**THIS THIRD AMENDMENT TO NAMING AGREEMENT (the “Amendment”)** is made and entered into as of this 19th day of November, 2020, by and among Regents of the University of Minnesota, a Minnesota constitutional corporation (“**University**”); TCF Financial Corporation, a Delaware corporation (“**TCF Financial**”); and TCF National Bank, a national banking association (“**TCF Bank**”) (**TCF Financial** and **TCF Bank** collectively, “**TCF**”).

**WHEREAS**, University and TCF entered into that certain Naming Agreement dated March 24, 2005, as amended as of December 22, 2005 and September 8, 2017 (the “**Naming Agreement**”), pursuant to which TCF Bank Stadium, a 50,000 seat, open air collegiate-style football stadium, was constructed on the University campus and opened on September 12, 2009;

**WHEREAS**, due to the COVID-19 pandemic, the University and TCF wish to extend the timeline for exercising the option to extend an additional year.

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

1. Term. Subsection (b) of Section 12.1 (Term; Option to Extend) of the Naming Agreement is deleted and replaced with the following:

(b) TCF may extend the Term for an additional ten years (the “**Extension**”) by delivering written notice of its intent to do so not later than 11:59 p.m. on September 30, 2021, accompanied by a lump sum payment of Four Million Dollars (\$4,000,000). If so extended, the Term shall continue until 11:59 p.m. on the same month and day as the Effective Date in the year 2041 and annual payments during the Extension shall be as stated in Schedule 11.

2. Registration. Subsection (a) of Section 17.2 (In the United States) of the Naming Agreement is deleted and replaced with the following:

(a) In the United States. TCF shall, at its sole cost and expense, apply as soon as practicable to register and shall maintain the registrations for each Stadium Mark and TCF/Stadium Mark with the United States Patent and Trademark Office in such classes and such goods and services as TCF reasonably believes are necessary, provided that, at a minimum, TCF shall register each Stadium Mark and TCF/Stadium Mark in International Classes 9, 25, 28, 36 and 41. TCF further agrees to maintain all registrations that issues from any such application for the Term of this Agreement. The University will, at TCF’s request and expense, provide TCF with any reasonably necessary information and assistance in connection with such registration and maintenance of the Stadium Marks and the TCF/Stadium Marks. This shall include providing TCF with any required use information and specimens, and executing any document reasonably necessary to secure or maintain the registration, and taking any other act reasonably necessary to protect and confirm TCF’s rights in the Stadium Marks and the TCF/Stadium Marks or to secure or maintain trademark or service mark rights in the Stadium Marks, TCF/Stadium Marks and TCF Marks in the United States in accordance with this Section 17.2(a).

3. Counterparts; Facsimile Signatures. This Amendment may be executed in counterparts, which taken together shall constitute one and the same document. Signatures received electronically or by facsimile shall be binding as original signatures.

4. Incorporation of Naming Agreement; Continuing Effect. All terms of the Naming Agreement are hereby incorporated in this Amendment by reference, and all terms of this Amendment are hereby incorporated into the Naming Agreement as if made an original part thereof. Except as modified herein, all terms and provisions of the Naming Agreement shall continue in full force and effect, but to the extent the terms of this Amendment conflict with the Naming Agreement, the terms of this Amendment shall control.

5. Entire Agreement. This Amendment (including all attachments, exhibits and amendments hereto) is intended by University and TCF as the final and binding expression of their agreement and as the complete and exclusive statement of the terms thereof.

6. No Third Party Beneficiaries. Nothing in this Amendment, express or implied, is intended or will be constructed 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 Amendment. There are no third party beneficiaries to this Amendment.

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

8. Effectiveness. This Amendment is subject to approval by both the Board of Regents of the University and the Board of Directors of TCF. Once approved, it shall be effective as of the date first set forth above. Each of University and TCF shall notify the other promptly after approval occurs.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Naming Agreement as of the day and date first written above.

Regents of the University of Minnesota

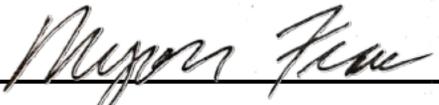
TCF Financial Corporation

By:   
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By:   
Michael S. Jones, Executive  
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Regents of the University of Minnesota

TCF National Bank

By:   
Myron Frans, Senior Vice President,  
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By:   
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