

**TCF® Premier Checking Plus Charge Card
Amendment to Account Contract (the "Amendment")
Effective June 1, 2010**

The term "you" and "your" in this Amendment to [Account Contract](#) apply to both Account Holder and Joint Account Holder.

This Amendment explains the additional Terms and Conditions that apply to your TCF Premier Checking Plus Account and supplements the Terms and Conditions of your Account Contract. All other terms of your Account Contract continue to apply to your TCF Premier Checking Plus Account. By using your TCF Premier Checking Plus Account, you agree to these terms and conditions and those of your Account Contract. Your use also acknowledges your receipt and understanding of this Amendment and your Account Contract.

Ownership types for this Account are limited to individual, joint tenancy, totten trust, marital account (WI only), and tenants-in-common. All Account owners must be at least 18 years old.

TCF HAS THE RIGHT TO REDUCE YOUR SPENDING LIMIT OR TERMINATE YOUR RIGHT TO USE YOUR TCF PREMIER PLUS CHARGE CARD FOR CHARGE CARD TRANSACTIONS AT ANY TIME WITHOUT NOTICE, UNLESS NOTICE IS REQUIRED BY LAW.

Anywhere TCF® CHECK CARD is used your Account Contract is amended to read "TCF CHECK CARD" or "TCF Premier Plus Charge Card."

PAYMENT INFORMATION

Charges are due and payable upon receipt of the periodic statement and must be paid by the due date. The statement cycle for your Premier Checking Plus account will cause the days between your statement date and set payment date to vary between 16-23 days.

For Credit Card Tips from the Federal Reserve Board

To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at:

<http://www.federalreserve.gov/creditcard>

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in this Amendment to Account Contract.

DEFINITIONS

"Charge Card Transaction" includes a POS Transaction made with your TCF Premier Plus Charge Card not using your Secret Code. The total amount of all Charge Card Transactions for your statement cycle may not exceed your Spending Limit. The total amount of Charge Card Transactions and each individual Charge Card Transaction will be listed on your Notice of Charge Card Transactions on your periodic statement. Your Notice of Charge Card Transactions is included with your monthly periodic statement of Deposit Activity.

"Deposit Activity" means all activity on your Account except "Charge Card Transactions." The term includes the monthly payment from your Account Deposit Balance for the total amount of the Charge Card Transactions.

"Account Deposit Balance" means the ledger balance of your Account for all Deposit Activity.

"Spending Limit" means the maximum monthly dollar amount of Charge Card Transactions you may conduct during any one monthly statement cycle.

"TCF Premier Plus Charge Card" means an access card for your TCF Premier Checking Plus Account bearing the VISA® logo used to initiate certain Electronic Fund Transfers or POS Transactions as described in the Amendment to Agreement for Electronic Fund Transfers Services.

Any term used in this Amendment, but not defined in this Amendment, has the meaning contained in the Account Contract. This Amendment supplements, amends, and is part of your Account Contract with TCF.

AMENDMENT TO TERMS AND CONDITIONS FOR CHECKING AND SAVINGS ACCOUNTS

The term Account Contract also includes the [TCF MILES PLUS Rewards Program Rules](#) and this Amendment.

The section entitled "SETOFF" is deleted and the section entitled "SECURITY INTEREST" is replaced with the following:

SECURITY INTEREST

To secure your performance of all present and future obligations to us relating to your Account Contract, you grant TCF a lien on and a security interest in your existing and future Accounts and certificates of deposit at TCF and all affiliates of TCF. TCF may consider this provision in your Account Contract as your consent to TCF's asserting TCF's lien and security interest if any law requires your consent. TCF's lien and security interest does not apply if such lien and security interest would invalidate the tax-deferred status of any tax-deferred retirement account (for example, a SEP or an IRA) that you may now or in the future maintain with TCF or any affiliate of TCF.

The rights described in this section are in addition to and apart from any other rights, including those rights under any other lien or security interest you may have granted TCF. The lien and security interest is consensual and shall survive the closing or cancellation of your Account Contract.

AMENDMENT TO AGREEMENT FOR ELECTRONIC FUND TRANSFERS SERVICES

The second paragraph of the section entitled POS TRANSACTIONS WITH TCF CHECK CARDS is replaced with the following:

POS Transactions using your Secret Code are limited to purchases at certain ATMs that offer that service. TCF is not required to but may allow POS Transactions using your Secret Code if your Account's Available Balance would be brought below zero. TCF is not required to but may allow POS Transactions not using your Secret Code if the transactions would cause the total amount of those transactions for the statement cycle to exceed your Spending Limit.

The section entitled EFT TRANSACTION LIMITS PER ACCOUNT FOR ACCOUNTS SUBJECT TO REGULATION E is amended as follows:

TCF imposes certain EFT Transaction limits on Accounts subject to Regulation E. These limits are subject to change from time to time. For security reasons, there may be times when TCF further limits the amounts stated below. For security reasons, there are also limits on the dollar amounts for telephone transfers and Online Banking transfers. Consult with your TCF branch representative for EFT Transaction limits on Accounts not subject to Regulation E.

You may deposit up to \$9,999 and transfer up to \$5,000 each day at an ATM.

You may use your TCF Premier Plus Charge Card to make up to fifteen (15) cash withdrawals at an ATM each day, up to a maximum amount of \$1,020 each day. Secret Code purchases are limited to fifteen (15) each day at ATMs that allow POS Transactions to a maximum amount of \$100 each day. Your combined daily total for such withdrawals and purchases may not exceed thirty (30) each day up to a maximum amount of \$1,120 each day. There is a monthly maximum for Charge Card Transactions of 150 each monthly statement cycle, the dollar amount of which may not exceed your Spending Limit.

If your Account Deposit Balance falls below \$2,500, your ability to conduct Charge Card Transactions is limited to your Spending Limit minus the sum of: 1) the unpaid amount of Charge Card Transactions from the last Notice of Charge Card Transactions; 2) your Charge Card Transactions that have not yet appeared on your Notice of Charge Card Transactions; and 3) any negative Account Deposit Balance. If your Account Deposit Balance is \$2,500 or more, you may access your entire unused Spending Limit. If you have overdraft protection, your remaining overdraft protection line is added to your Account Deposit Balance for the purpose of determining the accessibility of your unused Spending Limit.

These limits are subject to change from time to time. For security reasons there may be times when TCF further limits the amounts stated above. Your Spending Limit may only be changed if you Default on your Account as that term is defined in this Amendment. If you are in Default, TCF may suspend your ability to conduct Charge Card Transactions, terminate your Account, or take other actions as described in the Default section of this Amendment.

The section entitled PROCESSING OF POS TRANSACTIONS is replaced with:

PROCESSING OF POS TRANSACTIONS

POS Transactions, except Charge Card Transactions, are considered to have been withdrawn or credited to your Account at the time they were made. Charge Card Transactions are considered to be debited or credited against your Spending Limit at the time they were made. POS credits, except credits for Charge Card Transactions, made on Saturday, Sunday, or

federal holidays, are considered made on the next Business Day for purposes of availability.

When TCF approves a Charge Card Transaction you have authorized, TCF will reduce the amount of your available Spending Limit for the amount authorized. When TCF approves any other POS Transaction you have authorized, TCF will place a hold on your Account Deposit Balance for the amount authorized. Some merchants (for example: gas stations, hotels, and car rental agencies) may obtain an authorization for an amount that is less than or exceeds the actual amount of your purchase. TCF removes the amount previously authorized and deducts the actual Charge Card Transaction amount from your Spending Limit on the day TCF receives the Charge Card Transaction for payment. Unlike other POS Transactions that are deducted from your Account, on the day TCF receives the POS Transaction for payment, Charge Card Transactions (debits and credits) are aggregated for each periodic statement cycle and shown on the Notice of Charge Card Transactions section of your periodic statement. Charge Card Transactions are usually submitted to TCF for payment within three (3) Business Days of the date of authorization for Charge Card Transactions. All other POS Transactions are usually submitted to TCF for payment on the same Business Day as the day the transactions were authorized.

"Business Day" means every calendar day except Saturday, Sunday, and federal holidays, but includes Martin Luther King, Jr. Day, Presidents' Day, Columbus Day, and Veterans Day.

Charge Card Transaction credits (for example, credits you receive from a merchant for returned merchandise) increase your Spending Limit immediately upon authorization by TCF for purposes of other Charge Card Transactions; however, your available Spending Limit will never exceed your Spending Limit.

The payment for goods or services through a POS Transaction will not affect any of your rights or protections against the merchant or liabilities to the merchant that would apply under the law if payment was not made through a POS Transaction (either by cash or credit).

TCF may charge an "Overdraft Fee—Premier Plus Payment" against your Account Deposit Balance if your Account has insufficient funds to pay your automated Charge Card payment at the time the payment is due.

The section entitled ERRORS YOU HAVE FOUND OR QUESTIONS YOU HAVE ABOUT YOUR ACCOUNT'S EFT TRANSACTIONS will apply to all EFT Transactions except Charge Card Transactions. For Charge Card Transactions, the following applies:

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write TCF at the address listed in the Terms and Conditions for Checking and Savings Accounts disclosure in the section entitled "Contacting TCF."

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Charge Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your charge card and you have tried in good

faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your charge card for the purchase. Purchases made with cash advances from an ATM or with a check that access your charge card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at the address listed in the Terms and Conditions for Checking and Savings Accounts disclosure in the section entitled "Contacting TCF."

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

The first paragraph of the section entitled YOUR LIABILITY FOR AN UNAUTHORIZED TRANSACTION WHICH APPEARS ON YOUR STATEMENT OF ACCOUNT is replaced with:

Unless Regulation E excludes the transaction, or the laws governing your Account impose lesser liability on you, the following provisions on TCF's liability apply to you. If your statement shows EFT transactions that you did not make or authorize, you must tell us AT ONCE.

Except Charge Card Transactions, if you do not tell TCF within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if TCF can prove that it could have stopped someone from taking the money if you had told TCF in time.

The section entitled TCF'S LIABILITY FOR NOT MAKING AN EFT TRANSACTION is amended by adding the following to the list of bullets:

- If the transfer would cause you to exceed your Spending Limit.
- If your ability to conduct Charge Card Transactions has been suspended or reduced as described in the section entitled "EFT TRANSACTION LIMITS PER ACCOUNT" in this Amendment or due to Default as defined in this Amendment.

All other provisions of TCF's Agreement for Electronic Fund Transfers Services shall apply.

AMENDMENT TO ACCOUNT CONTRACT ACCOUNT HOLDER ONLY

The term "you" and "your" in this section refers to the person who signed as Account Holder only and not to any Joint Account Holder.

Default: You agree that you will be in Default if any of the following events occur: (1) you fail to make a payment for the

total amount of Charge Card Transactions (“**Transactions**”) owed from your Notice of Charge Card Transactions (“**Notice**”) when due; (2) the balance of your Transactions for a month exceeds your Spending Limit; (3) you die; (4) you do not pay your debts when due; (5) you file a petition under the United States Bankruptcy Code or someone files a petition against you; (6) your Deposit Activity (as defined in this Amendment) is suspended for any reason; (7) your Account Deposit Balance (as defined in this Amendment) falls below the required Minimum Balance; (8) anything happens that TCF feels, in good faith, increases the risk that any payment will not be made on time; or (9) you have committed fraud with respect to this Account. If you are in Default, TCF may (without providing notice to you unless notice is required by law): (1) terminate, suspend, or limit your ability to make Transactions; (2) close your Account; or (3) require that you pay the entire balance of Transactions immediately (including any current month’s purchases).

Spending Limit: You agree that you will make Transactions according to the terms of this Amendment and the terms of your Account Contract, including but not limited to, the Agreement for Electronic Fund Transfers Services in this Amendment, until the Account is cancelled and as long as you do not exceed your Spending Limit. You agree not to make a Transaction that would cause the total amount of Transactions for the statement cycle to exceed your Spending Limit. TCF does not have to authorize any Transaction that would cause the total amount of Transactions for the statement cycle to exceed your Spending Limit, but if TCF does, you promise to pay TCF the excess upon request.

Promise to Pay: You promise to pay TCF for Transactions according to the following terms. The total amount of Transactions on your Notice will be due on the same date each month and will be reflected on your monthly Notice of Charge Card Transactions. If the payment due date falls on a day that TCF is not open to receive or accept mail, then the payment will not be treated as late if it is received on the next Business Day after the due date. The statement cycle for your Premier Checking Plus account will cause the days between your statement date and set payment due date to vary between 16-23 days. This variance will not impact access to your Spending Limit as long as you maintain a \$2,500 balance in your checking account each month. You may also make a payment for your Transactions using online banking. You authorize TCF to deduct from your Account Deposit Balance amounts requested by online banking to be paid toward your Transactions.

You request Electronic Fund Transfers services for the TCF Premier Checking Plus Account and authorize TCF to issue a TCF Premier Plus Charge Card in connection with this Account.

The account holder also requests that the credit feature be added to the joint account holder’s card and accepts liability for all Charge Card transactions. Account holder and joint account holder agree to the terms of this Amendment.

FAIR CREDIT REPORTING ACT AND SHARING OF INFORMATION

You authorize TCF to obtain consumer reports (including credit scores such as FICO scores) and other types of financial and personal information about you and your Account from third parties, including consumer reporting agencies. TCF may obtain this information when you request a TCF account and at any later time. You authorize TCF to use this information in the course of its banking business, such as when you request an

account at any later time. You also agree to provide current information about your financial situation.

A “consumer report,” sometimes called a “credit bureau,” is any written, oral, or other communication of any information from a consumer reporting agency, including credit scores (such as FICO scores), bearing on a consumer’s creditworthiness, credit standing, credit capacity, character, general reputation,

personal characteristics, or mode of living, which is used or expected to be used in whole or in part for the purpose of serving as a factor in establishing the consumer’s eligibility for: (a) credit or insurance to be used primarily for personal, family, or household purposes; (b) employment purposes; or (c) any other purpose authorized under section 604 of the Fair Credit Reporting Act. You agree that we may report information about your Account with us to others at any time.

NOTICE REGARDING USE OF CREDIT REPORTS

The Spending Limit for your Account is based in whole or in part on information obtained from Experian, 701 Experian Parkway, P.O. Box 2002, Allen, TX 75013-0036, (888) 397-3742 (a consumer reporting agency). You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in TCF’s decision and is unable to supply specific reasons as to how TCF determined your Spending Limit amount. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

[Click here to access the Terms and Conditions that make up your Account Contract.](#)