

Settlement Agreement

This Settlement Agreement (“Agreement”) is entered into this 1st day of October, 2008 (“Effective Date”) by and between the following parties (hereinafter “Parties”): Wan Henderson and Illinois Council of the Blind (collectively referred to herein as “Claimants”), and TCF National Bank, (referred to herein as “TCF Bank”) for the purposes and on the terms specified herein and operates in conjunction with the Confidential Addendum (“Addendum”) to this Agreement executed concurrently herewith.

RECITALS

This Agreement is based on the following facts:

A. Claimants represent the following: Wan Henderson is an individual who is blind or visually impaired and who currently has one or more bank accounts with TCF Bank and would like to use various Automated Teller Machines ("ATMs") owned and operated by TCF Bank via a network system. Wan Henderson is an individual with a disability within the meaning of Section 3(2) of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, 12102(2) ("ADA") and the Title III regulations implementing the ADA contained in 28 C.F.R. §§ 36.101, et seq. ("ADA Regulations") and Illinois state laws and local ordinances.

B. Claimants represent the following: The Illinois Council of the Blind (“ICB”) is the Illinois affiliate of the national organization, the American Council of the Blind (ACB). The ICB provides advocacy services on behalf of blind and visually-impaired persons in Illinois, and is dedicated to promoting the well-being of blind and visually-impaired persons, and providing information to the general public about the accomplishments, needs and contributions of blind and visually-impaired persons. The ICB has its principal place of business in Illinois. Among the ICB’s members, and those on whose behalf it advocates and provides services, are individuals with disabilities within the meaning of the ADA, the ADA Regulations and Illinois state laws and local ordinances. Many of these individuals hold deposit accounts with TCF Bank or with other banks and would like to utilize TCF Bank ATMs to access those accounts.

C. TCF Bank represents that it does business in several states across the United States, where TCF Bank owns and operates ATMs, and provides written materials related to various consumer banking deposit products.

D. TCF Bank represents that it has already implemented on its own initiative a number of Auxiliary Aids and Services to Persons with Visual Impairments and that this Agreement includes some of these self-initiated Aids and Services.

E. A dispute has arisen between Claimants and TCF Bank concerning whether TCF Bank provides Claimants and other Persons with Visual Impairments with legally required access to its printed materials and ATMs (the "Dispute").

F. Nothing in this agreement precludes TCF from employing or otherwise working with any

consultant, including any blind organization, of its choosing on any of the issues addressed in this Agreement."

G. The Parties enter into this Agreement in order to resolve the Dispute and to avoid the burden, expense, and risk of potential litigation. In entering into this Agreement, TCF Bank does not admit, and specifically denies, that it has violated or failed to comply with any provisions of the ADA, any applicable laws of any state relating to accessibility for persons with disabilities to public accommodations, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable laws, regulations, or legal requirements. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by TCF Bank of any such violation or failure to comply with any applicable law. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Claimants with respect to technology, the requirements of any applicable law or TCF Bank's compliance with such applicable law. This Agreement and its terms and provisions shall not be offered or received as evidence for any purpose whatsoever against TCF Bank, in any action or proceeding, other than a proceeding to enforce the terms of this Agreement.

NOW, THEREFORE, the Parties hereby agree to the following provisions:

1. Definitions

1.1 Americans with Disabilities Act or ADA means the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Title III implementing regulations, 28 C.F.R., Part 36, including Appendix A, the Standards for Accessible Design (hereinafter "Standards").

1.2 Auxiliary Aids and Services means qualified readers, taped texts, audio recordings, Braille materials, large print materials, or other effective methods of making printed materials available to Persons with Visual Impairments.

1.3 Counsel means The Law Office of Lainey Feingold and Equip for Equality, Inc. and the attorneys practicing law therein.

1.4 Consumer Banking Deposit Products and Services means the products and services that are available to TCF Bank's consumer deposit account holders (i.e. deposit accounts that are established primarily for personal, family or household use). Small business and commercial deposit accounts are excluded from this definition.

1.5 Error Information means information, appearing on either a TCF Bank ATM screen or on paper dispensed by the TCF Bank ATM, that is provided to a sighted user and that states reasons why a TCF Bank ATM is unable to complete a particular Function requested by the user. Error Information excludes any messages not provided by or through the TCF Bank ATM (e.g. handmade signage that may be displayed where the TCF Bank ATM is non-functioning).

1.6 Existing ATM Locations means all existing ATM Locations where the ATM is owned and operated by TCF Bank as of the Effective Date. This term does not include ATMs leased by TCF Bank or ATMs for which TCF Bank has a branding and/or servicing agreement, but does not own and operate the ATM.

1.7 Function means a task or transaction that a TCF Bank ATM is capable of performing and that

TCF Bank actually provides to customers of TCF Bank ATMs. The parties recognize that some functionality is provided to TCF account holders that is not available to non-TCF account holders and that functionality varies depending upon account type. Nothing in this Agreement is intended to provide ATM functionality to blind ATM users if such functionality is not available to sighted ATM users. Examples of ATM Functions available on TCF Bank ATMs as of the Effective Date include the ability to dispense cash, accept deposits, provide consumer deposit account balance information before and after a transaction, and transfer money between consumer deposit accounts. Excepted from this definition are mini-statements.

1.8 TCF Bank Automated Teller Machine or TCF Bank ATM means, for the purpose of this Agreement, a deployed, self-service, card accessed electronic information processing device that dispenses cash and/or accepts deposits, and is owned and operated by TCF Bank, and for the primary purpose of conducting certain financial and/or other transactions directly through the device. This term does not include any ATM owned by a third party but exhibiting the TCF Bank brand under a branding and/or servicing agreement nor does it include ATMs leased by TCF Bank

1.9 TCF Bank Talking ATM means a TCF Bank ATM installed pursuant to this Agreement which, by means of an audio enhancement, enables Persons with Visual Impairments to independently access Functions on the ATM that are available to sighted persons and that are required to be accessible pursuant to Section 3 of this Agreement. TCF Bank Talking ATMs installed pursuant to this Agreement have the following features: (1) speech output with volume control provided user uses a TCF supplied or other compatible Private Listening Device; (2) Tactilely Discernible Controls, as defined in Section 1.14 herein; (3) private audible output of information by delivery through an earphone, whose jack will be placed in an easily locatable position and will be a standard, 3.5 millimeter size; (4) ability for the user to correct entries without canceling the entire transaction; (5) audible transaction prompts to enable completion of each Function accessible pursuant to this Agreement; (6) audible operating instructions and orientation to machine layout; (7) audible information regarding all Error Information that the ATM provides to sighted users; (8) ability for the user to interrupt (bypass) audible instructions; (9) ability for the user to repeat audible instructions; (10) confirmation of dollar entry amount in a manner that allows the user to correct an incorrect entry; (11) audible information in both English and Spanish provided that both languages are available on the ATM to sighted users; and (12) audible acknowledgment of all inputs, except that entry of the personal identification number need not be verified audibly with numbers.

1.10 TCF Bank Telephone Customer Service means a toll-free telephone banking customer service that TCF Bank provides to its consumers for conducting banking transactions and obtaining information about Consumer Banking Deposit Products and Services.

1.11 Persons with Visual Impairments means any person who has a physical or mental impairment that substantially limits him or her in the major life activity of seeing, or as otherwise provided under the Americans with Disabilities Act.

1.12 Rollout Locations means Existing ATM Locations and Subsequently Acquired ATM Locations.

1.13 Subsequently Acquired ATM Locations means ATM Locations that are owned and operated by TCF Bank after the Effective Date. The term does not include ATMs for which TCF Bank has a branding and/or servicing agreement. The term also does not include ATMs leased by TCF Bank.

1.14 Tactilely Discernible Controls means operating mechanisms used in conjunction with speech output that can be located and operated by feel. When a numeric keypad is part of the Tactilely Discernible

Controls used on a TCF Bank Talking ATM, all function keys will be mapped to the numeric keypad and the numeric keypad will have an "echo" effect such that the user's numeric entries are repeated in voice form, except for the entry of a personal identification number. All TCF Bank Talking ATMs installed pursuant to this Agreement shall include the following:

- (1) Braille labels identifying the following components: the earphone jack, deposit slot, card slot, cash dispenser and receipt dispenser; and
- (2) A raised dot on the center or "5" key on the keypad to assist with orientation.

1.15 Undue Burden means significant difficulty or expense. In determining whether an action would result in an Undue Burden, factors to be considered include those set forth in the ADA and specifically 42 U.S.C. §12111(10)(A) and in 28 C.F.R. § 36.104 and in III-4.3600 of the Technical Assistance Manual and any other regulations/interpretive guidance issued by or on behalf of the Department of Justice.

To the extent required by the ADA, it will be TCF Bank's obligation to establish the existence of an Undue Burden.

2. Duration and Geographic Scope of Agreement. This Agreement shall apply to all TCF Bank ATMs, and printed materials related to TCF Bank's Consumer Banking Deposit Products and Services, to the extent identified in this Agreement, wherever TCF Bank does business in the United States or its territories. The terms of this Agreement shall remain in effect from the Effective Date to three months after the completion of the Rollout Program described in Section 3.3 below unless extended by agreement of the Parties.

3. Talking ATMs.

3.1 Development and Testing of TCF Bank Talking ATMs.

3.1.1 Following the Effective Date, in conjunction with its ATM vendors, TCF Bank will continue developing and testing TCF Bank Talking ATMs. The TCF Bank Talking ATMs that will be developed and tested will provide Persons with Visual Impairments at a TCF Bank ATM Location independent access to the following Functions, to the extent that such Functions are available to sighted persons at such TCF Bank ATM Location: (i) transfers between a user's accounts; (ii) deposits to a user's accounts; (iii) cash withdrawals from a user's accounts; (iv) account balance for a user's accounts; (v) cash withdrawals from a user's credit card accounts when the ATM is accessed through the user's credit card; and (vi) any other transactional function available to sighted persons at such TCF Bank ATM Location with the exception of mini-statements which will not be Talking; provided, however, that TCF Bank shall not be required to provide any Function that is expressly excluded from applicable provisions of the ADA or its implementing regulations.

3.1.2 During the Development and Testing phase, TCF Bank personnel will meet with Claimants and Counsel or their representatives to demonstrate and to elicit input regarding the operation, usability and flow of the Talking ATM. TCF Bank shall consider in good faith all written comments relating to the development or testing process provided that such comments and suggestions are consistent with this Agreement and the ADA and provided further that such comments are communicated in writing on behalf of Claimants to TCF Bank within ten (10) days after the in-person testing or the receipt of audio files. Within twenty (20) days after receipt of any such comments from Claimants or Counsel, TCF Bank shall provide Counsel with a specific response in writing regarding TCF Bank's position on each such comment.

3.2 Pilot Project of TCF Talking ATMs. At the conclusion of the Development and Testing phase, TCF Bank will conduct the TCF Bank Talking ATM Pilot Project ("Pilot Project"). TCF Bank will deploy

no fewer than fifteen (15) Talking ATMs by June 30, 2009 at various TCF Bank ATM Locations selected by TCF Bank, except as provided herein. Claimants will select three (3) of the fifteen Talking ATM pilot locations from a list provided by TCF Bank of all potentially upgradeable machines in Illinois, to assist Claimants in their ability to provide feedback to TCF Bank on the machines' functioning. TCF Bank shall consider in good faith all written comments given by Claimants, provided that such comments and suggestions are consistent with this Agreement and the ADA, and provided further that such comments are communicated by Claimants in writing to TCF Bank within ten (10) days after the date which Claimants detected the need for any comment or suggestion. Within twenty (20) days after receipt of any such comments, TCF Bank shall provide Claimants with a specific response in writing regarding TCF Bank's position on each such comment.

3.2.1 Subject to the provisions of this Agreement, the Pilot Project shall continue for thirty (30) days. If this deadline is extended by a period of sixty (60) days or less, TCF Bank shall notify Claimants' Counsel of the new deadline in writing. If TCF Bank proposes to extend the deadline for a period of more than 60 days, TCF Bank will provide Claimants' Counsel with the new proposed deadline(s) and the reason(s) for the extension in writing.

3.3 Rollout Program: At the conclusion of the Pilot Project, but no later than September 30, 2009, TCF Bank will begin the Talking ATM Rollout Program during which it will deploy at least one Talking ATM as described in Section 1.8 above, at each TCF Bank ATM Location in accordance with the following schedule:

TCF will upgrade approximately 320 ATMs included in the list in Exhibit A attached to this Agreement to Talking ATMs by December 31, 2009, assuming TCF Bank retains ownership and operation of those machines on that date. In addition, TCF will install 55 Talking ATMs by December 31, 2009 in locations to be determined by TCF. TCF will notify Claimants of these locations within 30 days of installation.

If this Rollout deadline is extended by a period of sixty (60) days or less, TCF Bank shall notify Claimants' Counsel of the new deadline(s) in writing. If TCF Bank proposes to extend this deadline for a period of more than 60 days, TCF Bank will provide Claimants' Counsel with the new proposed deadline(s) and the reason(s) for the extension in writing. Any disagreements about the new deadline(s) or the described reason(s) for the extension shall be subject to the Dispute Resolution Procedures set forth in Section 7, below. The Rollout Program shall end at the date the last of the approximately 320 ATM Locations listed in Exhibit A and the additional 55 Talking ATM installations are completed.

3.3.1 The parties agree to meet and confer on or before June 30, 2010 regarding TCF Bank's plans for the rollout of the remaining ATM Locations not listed in Exhibit A and not included in the additional 55 Talking ATMs to be installed by December 31, 2009. If the Parties reach an agreement on this issue, such agreement will be memorialized in writing as a further Addendum to this Agreement.

3.4 Newly Purchased ATMs and ATMs acquired from other institutions. If after October 1, 2008 TCF Bank acquires 50 or more ATMs from another ATM deployer in one transaction, and further provided that this Agreement is still in effect, TCF Bank will notify Counsel in writing within thirty (30) of the transaction. If such ATMs are not equipped with the necessary hardware and software to enable the ATMs to serve as TCF Bank Talking ATMs, such machines will be converted to TCF Bank Talking ATMs as soon as reasonably practicable after installation in a public place. If TCF Bank acquires 50 or more ATMs that have already been deployed by another financial institution or other ATM provider that are Talking ATMs or that can be upgraded to Talking ATMs within a reasonable time and with an expense that does

not result in an Undue Burden, they will be installed as Talking ATMs. TCF Bank will notify Claimants of plans for future conversions if acquired ATMs are non-Talking.

3.5 Subsequently Relinquished ATMs. If TCF Bank ceases to own and/or operate an ATM after the Effective Date, that ATM shall no longer be subject to this Agreement as of the date upon which TCF Bank ceases to own and operate the ATM, unless (i) the ATM is relinquished to a parent or successor of TCF Bank itself, or (ii) the ATM is relinquished to a Third Party with whom TCF Bank has a branding and/or servicing agreement if the relinquishment is solely for the purpose of avoiding the terms of this Agreement. In these instances, the ATM remains subject to this Agreement. For purposes of this Agreement "successor" includes any entity that controls TCF Bank ("Parent") or is under the common control of such Parent. "Control" means the power to vote more than 50% of the securities that have ordinary voting power for the election of the entity's directors or managers.

3.6 Provisions Regarding Particular Functions on Talking ATMs. If at any time during the Term of this Agreement, TCF Bank reasonably concludes that there is a Function that will be offered to sighted persons on a TCF Bank ATM at a particular TCF Bank ATM Location, other than the Functions set forth in Section 3.1.1, that cannot be made part of a TCF Bank Talking ATM at such Location, TCF Bank will notify Claimants in writing of this fact. At Claimant's request, made in writing within thirty (30) days after receiving TCF Bank's written notification, TCF Bank shall provide explanatory material supporting its determination that said Function cannot be provided.

3.7 Provision of Information to Claimants. During the TCF Bank Talking ATM Pilot Project and Rollout, TCF Bank will provide Claimants, on a quarterly basis, with the addresses of each TCF Bank Talking ATM.

3.8 Visual Signage. TCF will use best efforts to ensure that each TCF Bank Talking ATM installed pursuant to this Agreement shall have a sign in Braille and in Large Print that identifies the machine as a Talking ATM. TCF Bank shall retain sole discretion on the type of such sign.

3.9 Availability of Private Listening Devices. TCF Bank will make available upon request through a centralized process listening devices necessary to utilize any TCF Bank Talking ATM at no charge to Persons with Visual Impairments. TCF Bank will use its best efforts to provide such devices in a timely manner upon requests where the requests are made through a designated non-exclusive TCF toll free telephone number or at bank branches. The private listening devices shall be distributed with instructions about how users are to locate the earphone jack and activate the TCF Bank Talking ATM audio program. TCF will also make private listening devices available at TCF branches, with the exception of in-store branches and campus branches.

3.10 Maintenance of Talking ATMs. TCF Bank will maintain its Talking ATMs in operable working condition, consistent with its prevailing service standards for ATMs generally at locations containing a single ATM.

4. Auxiliary Aids and Services for Printed Material.

4.1 Provision of Auxiliary Aids and Services for TCF Bank's Printed Material. TCF Bank agrees to take the following steps to ensure that information related to consumer deposit accounts is effectively communicated to Persons with Visual Impairments:

4.1.1 No later than November 1, 2008, periodic statements for consumer deposit accounts

will be available in Braille and Large Print to account holders with Visual Impairments who make a reasonable request for such formats as described below. TCF Bank will transmit data for the periodic account statements to the Braille and Large Print vendor within three (3) business days of the periodic statement date cut-off. All account statements will be produced and mailed to the customer within four (4) business days from receipt of the statement data by the vendor.

4.1.2 No later than March 31, 2009 periodic statements for consumer deposit accounts will be available in audio format to TCF Bank account holders with Visual Impairments who make a reasonable request for such format as described below. Audio format may include audio cd or audio tape, as determined by TCF Bank. TCF Bank will transmit data for the periodic account statements to the audio format vendor within three (3) business days of the periodic statement date cut-off. All account statements will be produced and mailed to the customer within four (4) business days from receipt of the statement data by the vendor.

4.1.3 No later than March 31, 2009, TCF Bank will provide Claimants with a draft policy outlining (i) the availability of Braille, Large Print, and audio period statements for consumer deposit accounts; (ii) the ways in which TCF Bank will effectively communicate information relating to consumer deposit accounts other than periodic statements to Persons with Visual Impairments; and (iii) the ways in which Persons with Visual Impairments may request Auxiliary Aids and Services. At a minimum, Persons with Visual Impairments shall be allowed to make requests at a TCF branch office or through the TCF toll-free customer service phone line during regular hours of operation.

4.1.4 The policy described in Section 4.1.3 shall ensure that Auxiliary Aids and Services are provided within a reasonable time period after a request has been made. The policy shall also be consistent with the Americans with Disabilities Act and this Agreement, and may state that if more than one Auxiliary Aid or Service is effective to communicate a particular printed material to a Person with Visual Impairment, TCF Bank may select the effective method of its choice.

4.1.5 TCF Bank shall consider in good faith all comments provided by Claimants to the draft policy described in Section 4.1.3 above provided that such comments are consistent with the ADA and this Agreement and are provided in writing within 10 days of Claimants' receipt of the draft policy. TCF will finalize its policy no later than 10 days after receipt of Claimants' comments and will e-mail Counsel a copy of the final policy. The policy will also be posted on the TCF website within a reasonable time period after it becomes final.

4.2 Braille and Audio Materials

4.2.1 Braille Standards. Braille materials provided pursuant to this Agreement shall comply, whenever possible, with the Braille Authority of North America's standards ("BANA Standards") for printing Braille materials, currently found at www.brailleauthority.org. If, during the Term of this Agreement, Claimants notify TCF Bank in writing that Braille materials provided pursuant to this Agreement are not in compliance with the BANA Standards, TCF Bank will forward the notice to the appropriate Braille vendor(s). No claim regarding this section will be initiated until at least 90 days after such notice.

4.2.2 Binding. Information provided in Braille pursuant to this Agreement that is more than twenty-one (21) pages in length will be bound with identifying labels on their covers in a conventionally recognized manner, such as 19-hole comb binding or 3 ring binder, or other process that contains the

materials so they are easily transportable and readable. Braille documents less than twenty-one (21) pages shall be bound as identified above or stapled using only an electronic production stapler. Braille documents less than ten (10) pages may be bound as identified above or stapled using a heavy-duty manual stapler or an electronic production stapler. Stapled documents shall allow sufficient space on the left margin so as not to restrict reading.

4.2.3 Completeness. Braille and Audio Statements provided to Persons with Visual Impairments pursuant to this Agreement shall include all information contained in print Statements mailed to members of the general public, except that the Braille and Audio Statements need not include page headers, and except as noted herein. TCF Bank will provide the back side of the initial periodic statement in Braille and Audio. The back side of each subsequent periodic statement will be in regular print ONLY unless there is a change in the information that appears on the back of the periodic statement, in which case the periodic statement in which this change first appears will be provided in Braille and Audio. Subsequent backs of periodic statements will be provided in regular print. Any legal notices provided with periodic statements will also be provided in Braille and Audio. TCF Bank will provide with the first Braille and Audio statement, a notice IN BRAILLE OR AUDIO that explains that the back of the statement will be made available in Braille and Audio for each periodic statement upon request by a Person with Visual Impairments.

4.2.4 No Charge for Auxiliary Aids and Services. TCF Bank will not impose any fees or charges on Persons with Visual Impairments for providing any Auxiliary Aids or Services pursuant to this Agreement, except as provided in section 4.3 herein.

4.3 Raised Line Checks. TCF Bank will offer one box per order of raised line checks (or other alternative Auxiliary Aids and Services that TCF Bank determines will be an effective reasonable alternative) for consumer demand deposit accounts to Persons with Visual Impairments on the same terms and conditions and at a cost not to exceed the cost of checks, including shipping, handling, and any applicable taxes, that is charged TCF Bank's Totally Free checking customers. Other alternative Auxiliary Aids and Services in lieu of raised line checks include but are not limited to Check Writing Guides and online bill payments. Assistance by TCF Bank personnel, if requested, may also be an effective reasonable alternative.

4.4 Complaints Regarding TCF Bank's Provision of Auxiliary Aids and Services. TCF Bank will use its best efforts to resolve all complaints from Persons with Visual Impairments regarding TCF Bank's handling of requests for Auxiliary Aids and Services and/or fee waivers. Upon the reasonable request of the customer, the resolution of the customer's complaint will be provided to the customer in a format that is effective for that customer.

5. Training of TCF Bank Personnel and Information to the Public

5.1 Auxiliary Aids and Services. TCF Bank shall develop training materials and train its employees who serve the public at branch locations, staffed off-premises locations, and on the customer service telephone regarding the implementation of the Auxiliary Aids and Services Policies, Practices and Procedures. At a minimum, appropriate staff shall be instructed about how to inform customers about (i) how they can request and obtain Auxiliary Aids and Services and to process requests for Auxiliary Aids and Services; (ii) relevant Policies, Practices and Procedures and answer questions thereon; and (iii) accepting customer comments and complaints regarding Auxiliary Aids and Services and/or providing appropriate referrals for such purposes. This information shall be available to Persons with Visual Impairments through TCF Bank's toll-free non-exclusive telephone banking operations during the same

hours that TCF Bank provides its other telephone banking and customer services. TCF Bank will also provide information on which ATMs are Talking ATMs on TCF Bank's website pages that describe the location of TCF Bank's ATMs.

5.2 Talking ATMs. TCF Bank shall develop training materials and train its employees who serve the public at branch locations and on the customer service telephone regarding (i) the location, use and operation of TCF Bank Talking ATMs; (ii) appropriate methods of instructing Persons with Visual Impairments how to use TCF Bank ATMs generally and the TCF Bank Talking ATMs in particular; (iii) how to obtain earphones for use with TCF Bank Talking ATMs and where such earphones are located, and (iv) how to report malfunctions or maintenance issues regarding the TCF Bank Talking ATM. This information shall be available to Persons with Visual Impairments through TCF Bank's toll-free non-exclusive telephone banking operations during the same hours that TCF Bank provides its other telephone banking and customer services. The information described in (i) and (iii) above will also be available on TCF Bank's website. Demonstration of TCF Bank Talking ATMs shall be provided to Persons with Visual Impairments upon reasonable request therefore. All requests made to TCF Bank for assistance in using TCF Bank ATMs generally and in using TCF Bank Talking ATMs in particular will be handled by branch staff during regular business hours.

5.3 Persons will be trained in a timely manner to ensure effective implementation of the provisions of this Agreement, and new employee training and refresher training will include training on these issues throughout the term of the Agreement. TCF Bank shall include an article or reminder notice about the Auxiliary Aids and Services and Talking ATM Policies, Practices and Procedures, in a publication periodically circulated to its employees.

6. Publicity and Information Regarding TCF Bank Talking ATMs and Auxiliary Aids and Services Policy and Procedure

6.1.1 Talking ATMs. No later than December 31, 2009, the TCF web site (www.tcfbank.com) shall inform users about the locations of TCF Bank Talking ATMs. Talking ATM information will be periodically updated on the TCF Bank ATM Locator page. Addresses of TCF Bank Talking ATMs shall be made available to TCF Bank telephone banking customer service staff within a reasonable period of time after the end of each calendar month following the installation of each new Talking ATM.

6.1.2 Auxiliary Aids and Services. A summary of TCF Bank's Policies and Practices, including information regarding how to request and obtain Auxiliary Aids and Services and how to use the complaint procedure provided for therein, will be posted on the website, in an easily locatable manner, no later than June 30, 2009.

6.2 Press Release. The Parties will issue a joint press release announcing TCF Bank Talking ATMs and the implementation of the Bank's Auxiliary Aids and Services Policy. A copy of the joint press release is attached to and made part of this Agreement.

6.3 Outreach. TCF Bank will develop a plan to distribute information to media and organizations serving Persons with Visual Impairments in an effort to help build awareness in the blindness community regarding TCF Bank's Talking ATMs and the provision of Auxiliary Aids and Services, which may include the following: (i) mailing information to blindness and cross-disability organizations in Illinois whose addresses have been provided by Claimants, announcing accessible services and policies at the bank; (ii) notifying existing customers about accessible services and policies available from TCF Bank; and (iii)

creating a brochure on the bank's new accessible services and policies that will be available in Large Print at TCF Bank branches and off-premises locations and will include information on how to obtain the brochure in alternative formats. TCF will consider in good faith all suggestions by Claimants with regard to Outreach.

7. Procedures in the Event of Disputes or Requests for Modification.

7.1 Notice.

7.1.1 Notice of Non-Compliance. If at any time a Party believes that the other Party has not complied with any provision of this Agreement, that Party shall provide the other Party with Notice of Non-compliance containing the following information:

7.1.1(a) the alleged act of non-compliance;

7.1.1(b) a reference to the specific provision(s) of this Agreement that are involved;

7.1.1(c) a statement of the remedial action sought by the initiating Party;

7.1.1(d) a brief statement of the specific facts, circumstances and legal argument supporting the position of the initiating Party.

7.2 Meet and Confer. Within thirty (30) days of receipt of a Notice provided pursuant to Section 7.1 herein, Claimants and TCF Bank shall informally meet and confer and attempt to resolve the issues raised in the Notice.

7.3 Information Exchange. As part of the meet and confer process, the Parties shall exchange relevant documents and/or other information in an attempt to resolve the issues raised in the Notice provided pursuant to Section 7.1 herein. Such exchange of information may include, but is not limited to, interviewing witnesses and experts and exchange of additional information or supporting documentation. Any disagreement about information to be provided shall be handled pursuant to the provisions of this section.

7.4 Non-Binding Mediation. If the matters raised in a Notice provided pursuant to Section 7.1 herein are not resolved within thirty (30) days of the initial meet and confer required by Section 7.2, either Party may submit the unresolved matter to non-binding mediation within thirty (30) days of the initial meet and confer before a mutually agreed upon mediator. Such mediator should have experience in banking and in issues relating to Persons with Visual Impairments, if possible.

7.5 Litigation. No Party may file suit to enforce a provision of this agreement unless (a) the other Party unreasonably refuses to agree upon a mediator, or (b) Mediation does not resolve the issue within 30 days of the first mediation date.

7.6 Forum, Attorneys' Fees and Costs. Any suit filed in accordance with Section 7.5 must be filed only in state or federal court in Illinois.

8. Miscellaneous Provisions

8.1 Force Majeure. The performance of TCF Bank under this Agreement shall be excused during

the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to acts of God, terrorism or war, strikes or lockouts, or unavailability of parts, equipment or materials through normal supply sources. If TCF Bank seeks to invoke this section, it shall notify Counsel in writing as soon as reasonably possible, specifying the particular action that could not be performed and the specific reason for the non-performance. Counsel, Claimants and TCF Bank will thereafter meet and confer regarding an alternative schedule for completion of the action that could not be performed, or an alternative action. Any dispute regarding the applicability of this section, or any future action to be taken, that remains after the meet and confer session will be handled as a dispute pursuant to Section 7 herein.

8.2 Modification in Writing. No modification of this Agreement by the Parties shall be effective unless it is in writing and signed by authorized representatives of all the Parties hereto.

8.3 Agreement Binding on Assigns and Successors; No Third Party Beneficiaries.

8.3.1 Assigns and Successors. This Agreement shall bind any assigns and successors of TCF Bank and any assigns and successors of Claimants. TCF Bank shall notify Counsel in writing of the existence, name, address and telephone number of any assigns or successors of TCF Bank within thirty (30) days of the assignment or succession and Claimants shall notify TCF Bank in writing of the existence, name, address and telephone number of any assigns or successors of Claimants within thirty (30) days of the assignment or succession.

8.3.2 No Third Party Beneficiaries. The Agreement is for the benefit of the Parties hereto only and no other person or entity shall be entitled to rely hereon, receive any benefit here from, or enforce against either Party any provision hereof. The Parties specifically intend that there be no third party beneficiaries to this Agreement.

8.4 Integrated Agreement. This Agreement and the Confidential Addendum executed concurrently herewith constitutes the entire Agreement relating to the subject matters addressed therein.

8.5 Rules of Construction. Each Party and its legal counsel have reviewed and participated in the drafting of this Agreement; and any rule of construction to the effect that ambiguities are construed against the drafting Party shall not apply in the interpretation or construction of this Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of this Agreement. The recitals are integral to the construction and interpretation of this Agreement and are therefore incorporated into this Agreement in their entirety.

8.6 Notice or Communication to Parties. Any notice or communication required or permitted to be given to the Parties hereunder shall be given in writing by U.S. mail, return receipt requested, and either fax or email, addressed as follows:

TCF National Bank
319 Barry Avenue South
Suite 200
Wayzata, MN 55391-1693
Attn: Joseph T. Green, Esq.
(952) 475-5201 (fax)
jgreen@tcfbank.com

Equip for Equality, Inc.
20 North Michigan Avenue
Suite 300
Chicago, Illinois 60602
Attn: Amy F. Peterson, Esq.
(312) 341-0295 (fax)
amy@equipforequality.org

9. Triplicate Originals/Execution in Counterparts. All Parties and Counsel shall sign three copies of this document and each such copy shall be considered an original. This document may be executed in multiple counterparts.

10.1 Effect of Change in Law or Regulation. The parties acknowledge that after the Effective Date, standards for access to ATM services by, or the provision of Auxiliary Aids and Services to, Persons with Vision Impairments, which are different from TCF Bank's obligations under this Agreement, may be established by applicable new laws or regulations. In the event of such a change, the parties agree that where the new law or regulation imposes a less rigorous obligation than provided in this Agreement, TCF Bank's compliance with the new law or regulation will constitute compliance with this Agreement, provided that TCF Bank follows the procedures set forth in section 10.2 below. Where the law imposes a more stringent obligation than provided in this Agreement, the parties agree that: (1) the new obligation shall be incorporated as a term of this Agreement as soon as reasonably feasible after the new obligation becomes effective; and (2) no action by TCF Bank, which is permitted or required by such laws or regulations, shall constitute a breach of this Agreement.

10.2 Modification Based on Change of Law or Regulations. If TCF Bank contends that there is a change in any applicable law or regulation, which will necessitate a modification of the requirements under this Agreement, TCF Bank shall notify Counsel in writing. The notification will include the way in which TCF Bank contends the Agreement should be modified as a result of the change in law or regulation. The proposed modification will become effective thirty (30) days after such notification unless Counsel objects in writing to the proposed modification. In the event of disagreement between the parties over the appropriate modifications to this Agreement as contemplated by this Section, the parties shall meet and confer and shall work together in good faith to resolve the disagreement. Failure to reach agreement during such meet and confer shall be considered a dispute to be resolved pursuant to this Agreement.

11. Undue Burden. TCF Bank may seek to modify this Agreement if, as the result of some unforeseen circumstance, event or other occurrence, TCF Bank reasonably believes that its contemplated performance would be impossible or impractical based on available technology, or would have a substantial adverse effect on the security or timely delivery of TCF Bank Talking ATMs or any Auxiliary Aids and Services. In addition, TCF Bank may seek to modify the schedule for making TCF Bank Talking ATMs or Auxiliary Aids and Services (including but not limited to Braille and Large Print Statements) available if meeting the schedule would be an undue burden within the meaning of 42 U.S.C. §12111(10)(A) and 28 C.F.R. § 36.104.

12. Right to Seek Modification under Certain Limited Circumstances. TCF Bank may seek modification of Section 3 herein under the following circumstances:

(a) The development, testing, implementation and installation of the TCF Bank Talking ATMs has a substantial adverse effect on the individual performance of a substantial number of TCF Bank Talking ATMs or on the overall performance or security of TCF Bank ATM operations;

(b) The available technology does not permit TCF Bank to develop and install TCF Bank Talking ATMs that will operate effectively to enable Persons with Vision Impairments to independently use the TCF Bank Talking ATMs; or

(c) There is a method other than TCF Bank Talking ATMs for providing Persons with Vision Impairments independent access, by means of an audio enhancement, to banking services at TCF Bank Talking ATMs, and such method can be implemented pursuant to schedules contained in Section 3 herein or a mutually agreed upon extension thereto.

13. Non-Compliance. A breach of TCF Bank's obligations under this Agreement with respect to the provision of Auxiliary Aids and Services shall occur only where Claimants or Counsel can establish that TCF Bank has engaged in a pattern or practice of non-compliance with the obligations. The Parties agree that the fact that a Person with Vision Impairment is dissatisfied with a particular Auxiliary Aid or Service, or with TCF Bank's failure to provide a specific Auxiliary Aid or Service to a Person with Vision Impairment, shall not constitute a breach of this Agreement. No breach of contract claims related to TCF Bank's provision of Auxiliary Aids and Services under this Agreement may be maintained by persons who

are not parties to this Agreement. A breach of this Agreement shall not be deemed to have occurred in those situations where the Parties are actively negotiating a modification of the terms of this Agreement.

A breach of TCF Bank's obligations under this Agreement with respect to the provision of Talking ATMs shall occur only where Claimants or Counsel can establish that TCF Bank has engaged in a pattern or practice of non-compliance with the obligations. The Parties agree that the fact that a Person with Vision Impairment is dissatisfied with a particular Talking ATM shall not constitute a breach of this Agreement. The parties agree that Talking ATMs may experience Accessibility Errors or other access problems from time to time. Such occurrences will not necessarily constitute a breach of this Agreement. However, the Parties recognize that repeated Accessibility Errors or other access problems of the same or similar type may be evidence of a pattern or practice of non-compliance. No breach of contract claims related to TCF Bank's provision of Talking ATMs under this Agreement may be maintained by persons who are not parties to this Agreement. A breach of this Agreement shall not be deemed to have occurred in those situations where the Parties are actively negotiating a modification of the terms of this Agreement.

The individuals executing the Agreement represent and warrant that the individuals have complete and full authority to execute the Agreement and bind the Parties on whose behalf the Agreement has been executed. The Parties understand the terms and conditions contained herein, and have executed the Agreement intending to be bound by affixing the signatures of their duly authorized representatives below this _____ day of _____, 2008.

PARTIES:

TCF NATIONAL BANK

By: _____
Name:
Title:

By: _____
Name:
Title:

WAN HENDERSON

ILLINOIS COUNCIL OF THE BLIND

By: _____
Name: Camille Caffarelli
Title: First Vice President, Illinois Council of the Blind

APPROVED AS TO FORM BY:

TCF NATIONAL BANK
LEGAL DEPARTMENT

By: _____
Name: Joseph T. Green
Title: General Counsel

By: _____
Name: Gloria Karsky
Title: Attorney

EQUIP FOR EQUALITY, INC.

By: _____
Amy F. Peterson, Esq.

LAW OFFICE OF LAINEY FEINGOLD

By: _____
Lainey Feingold, Esq.