

# BANKFINANCIAL CORP

## **FORM 10-K** (Annual Report)

Filed 02/23/09 for the Period Ending 12/31/08

Address	15W060 NORTH FRONTAGE ROAD BURR RIDGE, IL 60527
Telephone	(800) 894-6900
CIK	0001303942
Symbol	BFIN
SIC Code	6035 - Savings Institutions, Federally Chartered
Industry	S&Ls/Savings Banks
Sector	Financial
Fiscal Year	12/06

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 10-K**

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2008

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For transition period from                      to

Commission File Number 0-51331

**BANKFINANCIAL CORPORATION**

(Exact Name of Registrant as Specified in Charter)

**Maryland**  
(State or Other Jurisdiction  
of Incorporation)

**75-3199276**  
(I.R.S. Employer  
Identification No.)

**15W060 North Frontage Road, Burr Ridge, Illinois**  
(Address of Principal Executive Offices)

**60527**  
(Zip Code)

Registrant's telephone number, including area code: (800) 894-6900

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class:  
**Common Stock, par value \$0.01 per share**

Name of Each Exchange on Which Registered:  
**The NASDAQ Stock Market LLC**

Securities registered pursuant to Section 12(g) of the Act:  
**None**

Indicate by check mark whether the issuer is a well-known seasoned issuer as defined in Rule 405 of the Securities Act.    Yes ☐    No ☒ .

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.    Yes ☐    No ☒ .

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.    Yes ☒    No ☐ .

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.    Yes ☐    No ☒ .

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐

Accelerated filer ☒

Non-accelerated filer ☐

Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒ .

The aggregate market value of the registrant's outstanding voting common stock held by non-affiliates on June 30, 2008, determined using a per share closing price on that date of \$13.01, as quoted on The Nasdaq Stock Market, was \$268.1 million.

At February 19, 2009, there were 21,642,977 shares of common stock, \$0.01 par value, outstanding.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

**None**

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## **PART I**

### **ITEM 1. BUSINESS**

#### **Forward Looking Statements**

This Annual Report on Form 10-K contains, and other periodic and special reports and press releases of BankFinancial Corporation may contain, forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, that involve significant risks and uncertainties. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, and are including this statement for the purpose of invoking these safe harbor provisions. Forward-looking statements are based on certain assumptions or describe our future plans, strategies and expectations, and are generally identifiable by use of the words “believe,” “expect,” “intend,” “anticipate,” “estimate,” “project,” “plan,” or similar expressions. Our ability to predict results or the actual effect of plans or strategies is inherently uncertain, and actual results may differ from those predicted. Factors that could have a material adverse effect on operations and could affect management’s outlook or our future prospects include, but are not limited to: higher than expected overhead, infrastructure and compliance costs, changes in market interest rates, changes in the yield curve, balance sheet shrinkage or less than anticipated balance sheet growth, lack of demand for loan products, illiquidity and changes in financial markets, including the market for mortgage backed securities and other debt obligations, declining demand for real estate and real estate valuations, increasing unemployment levels, deposit flows, pricing, underwriting and other forms of competition, adverse federal or state legislative or regulatory developments, monetary and fiscal policies of the U.S. Government, including policies of the U.S. Treasury and Federal Reserve Board, adverse economic conditions that could result in increased delinquencies in our loan portfolio or a decline in the value of our investment securities and the collateral for our loans, the quality or composition of our loan or investment portfolios, demand for financial services and multi-family, commercial and residential real estate loans in our market areas, the possible short-term dilutive effect of potential acquisitions or de novo branches, if any, changes in accounting principles, policies and guidelines, increased costs of federal deposit insurance, and future adverse developments concerning the Federal Home Loan Bank of Chicago. These risks and uncertainties, as well as the Risk Factors set forth in Item 1A below, should be considered in evaluating forward-looking statements and undue reliance should not be placed on such statements. We do not undertake any obligation to update any forward-looking statement in the future, or to reflect circumstances and events that occur after the date on which the forward-looking statement was made.

#### **BankFinancial Corporation**

BankFinancial Corporation, a Maryland corporation headquartered in Burr Ridge, Illinois (“the Company”), became the owner of all of the issued and outstanding capital stock of BankFinancial, F.S.B. (the “Bank”) on June 23, 2005, when we consummated a plan of conversion and reorganization that the Bank and its predecessor holding companies, BankFinancial MHC, Inc. (“BankFinancial MHC”) and BankFinancial Corporation, a federal corporation, adopted on August 25, 2004. BankFinancial Corporation, the Maryland corporation, was organized in 2004 to facilitate the mutual-to-stock conversion and to become the holding company for the Bank upon its completion.

As part of the mutual-to-stock conversion, BankFinancial Corporation, the Maryland corporation, sold 24,466,250 shares of common stock in a subscription offering for \$10.00 per share. The separate corporate existences of BankFinancial MHC and BankFinancial Corporation, the federal corporation, ceased upon the completion of the mutual-to-stock conversion. For a further discussion of the mutual-to-stock conversion, see our Prospectus as filed on April 29, 2005 with the Securities and Exchange Commission (“SEC”) pursuant to Rule 424(b)(3) of the Rules and Regulations of the Securities Act of 1933 (File Number 333-119217).

BankFinancial Corporation, the Maryland corporation, did not engage in any business prior to the completion of the mutual-to-stock conversion on June 23, 2005. Consequently, this Annual Report on Form 10-K reflects the financial condition and operating results of BankFinancial MHC and BankFinancial Corporation, the federal corporation, and their subsidiaries, including the Bank, until June 23, 2005, and of BankFinancial Corporation, the Maryland corporation, and its subsidiaries, including the Bank, thereafter. The words “Company,” “we” and “our” thus are intended to refer to BankFinancial MHC, BankFinancial Corporation, the federal corporation, and their subsidiaries with respect to matters and time periods occurring on or before June 23, 2005, and to BankFinancial Corporation, the Maryland corporation, and its subsidiaries, with respect to matters and time periods occurring thereafter.

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We manage our operations as one unit, and thus do not have separate operating segments. Our chief operating decision-makers use consolidated results to make operating and strategic decisions.

### **BankFinancial, F.S.B.**

The Bank is a full-service, community-oriented savings bank principally engaged in the business of commercial, family and personal banking, and offers our customers a broad range of loan, deposit, and other financial products and services through 18 full-service banking offices and two Express Branch facilities located in Cook, DuPage, Lake and Will Counties, Illinois, and through our Internet Branch, [www.bankfinancial.com](http://www.bankfinancial.com).

The Bank's primary business is making loans and accepting deposits. The Bank also offers our customers a variety of financial products and services that are related or ancillary to loans and deposits, including cash management, merchant processing, funds transfers, bill payment and other online banking transactions, automated teller machines, safe deposit boxes, wealth management, and general insurance agency services.

The Bank's primary lending area consists of the counties where our branch offices are located, and contiguous counties in the State of Illinois. We derive the most significant portion of our revenues from these geographic areas. The Bank's primary market for deposits is concentrated around the areas where our full-service banking offices and Express Branch facilities are located.

The Bank was organized in 1924, and was operated as a traditional savings bank until 2000, when we implemented a strategy to transform the Bank into a multi-faceted financial institution with a diversified balance sheet, enhanced capabilities in commercial banking products and services, an expanded geographic presence in the Chicago metropolitan area, and managerial and technological resources and an infrastructure capable of supporting future growth. In furtherance of this strategy, we changed the composition of our loans and deposits by, among other things, expanding our multi-family and commercial real estate lending activities, and implementing additional commercial lending and leasing capabilities and product lines. We also acquired Success Bancshares, Inc. and its subsidiary, Success National Bank in 2001, and University National Bank in 2006. See "Acquisition."

### **Lending Activities**

Our loan portfolio consists primarily of investment and business loans (multi-family, nonresidential real estate, commercial, construction and land loans, and commercial leases), which represent 74.2% of our loan portfolio. At December 31, 2008, \$305.3 million, or 23.8%, of our total loan portfolio consisted of multi-family mortgage loans; \$342.3 million, or 26.7%, of our total loan portfolio consisted of nonresidential real estate loans; \$77.6 million, or 6.1%, of our total loan portfolio consisted of commercial loans; \$175.8 million, or 13.7%, of our total loan portfolio consisted of commercial leases; \$49.5 million, or 3.9%, of our total loan portfolio consisted of construction and land loans; and \$323.7 million, or 25.3%, of our total loan portfolio consisted of one- to four-family residential mortgage loans, including home equity loans and lines of credit and other second mortgage loans.

### **Deposit Activities**

Our deposit accounts consist principally of savings accounts, NOW accounts, checking accounts, money market accounts, certificates of deposit, and IRAs and other qualified plan accounts. We provide commercial checking accounts and related services, such as merchant processing and cash management. We also provide low-cost checking account services for low- and moderate-income customers. We rely on our favorable locations, customer service, competitive pricing, our Internet Branch and related deposit services such as cash management to attract and retain deposit accounts.

At December 31, 2008, our deposits totaled \$1.070 billion. Interest-bearing deposits totaled \$960.8 million and noninterest-bearing demand deposits totaled \$109.1 million, which included \$5.5 million in internal checking accounts such as bank cashier checks and money orders. Savings, money market and NOW account deposits totaled \$586.3 million, and certificates of deposit totaled \$374.5 million, of which \$284.2 million had maturities of one year or less.

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## **Related Products and Services**

The Bank's Wealth Management Group provides investment, financial planning and other wealth management services to our customers through arrangements with a third-party broker-dealer. The Bank's wholly-owned subsidiary, Financial Assurance Services, Inc. ("Financial Assurance"), sells life insurance, fixed annuities, property and casualty insurance and other insurance products on an agency basis. On March 15, 2008, Financial Assurance completed the sale of its title insurance agency business to a newly formed, third-party title insurance agency. The sale of the title insurance agency business does not affect the Bank's other insurance businesses. During the year ended December 31, 2008, Financial Assurance Services reported net income of \$201,000, and had five employees. The Bank's other wholly-owned subsidiary, BF Asset Recovery Corporation, is in the business of holding title to certain Bank-owned real estate, and had no net income or loss for the year ended December 31, 2008.

## **Acquisition**

On April 5, 2006, the Company completed its acquisition of University National Bank, a privately held community bank with approximately \$113 million in assets and \$104 million in deposits, and two banking offices in the Hyde Park community in Chicago, Illinois, for approximately \$24 million in cash pursuant to the terms of a Stock Purchase Agreement with University Bancorporation dated November 29, 2005. Immediately upon the completion of the stock purchase, University National Bank was merged into the Bank. The acquisition, which was accounted for under the purchase method of accounting, resulted in goodwill of \$11.7 million and an other intangible of \$3.3 million. The transaction was treated, for federal and state income tax purposes, as a purchase of University National Bank's assets pursuant to applicable provisions of the Internal Revenue Code, making the goodwill and core deposit intangible arising from the transaction tax-deductible over a period of 15 years. University National Bank's results of operations have been included in the Company's results of operations only since the effective date of the acquisition.

## **Website and Stockholder Information**

The website for the Company and the Bank is [www.bankfinancial.com](http://www.bankfinancial.com). Information on this website does not constitute part of this Form 10-K.

The Company makes available, free of charge, its Form 10-K, its quarterly reports on Form 10-Q, its current reports on Form 8-K and amendments to such reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as soon as reasonably practicable after such forms are filed with or furnished to the SEC. Copies of these documents are available to stockholders at BankFinancial's web site, [www.bankfinancial.com](http://www.bankfinancial.com), under Stockholder Information and at the SEC's web site, [www.sec.gov](http://www.sec.gov).

## **Competition**

We face significant competition in both originating loans and attracting deposits. The Chicago metropolitan area and some other areas in which we operate have a high concentration of financial institutions, many of which are significantly larger institutions that have greater financial resources than we have, and many of which are our competitors to varying degrees. Our competition for loans and leases comes principally from commercial banks, savings banks, mortgage banking companies, credit unions, leasing companies, insurance companies, real estate conduits and other companies that provide financial services to businesses and individuals. Our most direct competition for deposits has historically come from commercial banks, savings banks and credit unions. We face additional competition for deposits from on-line financial institutions and non-depository competitors such as the mutual fund industry, securities and brokerage firms and insurance companies.

We seek to meet this competition by emphasizing personalized service and efficient decision-making tailored to individual needs. In addition, we reward long-standing relationships with preferred rates and terms on deposit products based on existing and prospective lending business. We do not rely on any individual, group or entity for a material portion of our loans or our deposits.

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## Employees

At December 31, 2008, we had 373 full-time employees and 30 part-time employees. The employees are not represented by a collective bargaining unit and we consider our working relationship with our employees to be good.

## Supervision And Regulation

### General

As a federally chartered savings bank, the Bank is regulated and supervised by the Office of Thrift Supervision (“OTS”) and the Federal Deposit Insurance Corporation (“FDIC”). This regulation and supervision establish a comprehensive framework of activities in which a financial institution may engage, and is intended primarily for the protection of the FDIC’s deposit insurance funds and depositors. Under this system of federal regulation, financial institutions are periodically examined to ensure that they satisfy applicable standards with respect to their capital adequacy, assets, management, earnings, liquidity and sensitivity to market interest rates. After completing an examination, the primary federal regulator of the institution critiques the financial institution’s operations in a report of examination and assigns its rating (known as an institution’s CAMELS rating). Under federal law, an institution may not disclose its CAMELS rating to the public.

The Bank is a member of, and owns stock in, the Federal Home Loan Bank of Chicago (“FHLBC”), which is one of the 12 regional banks in the Federal Home Loan Bank System. The Bank also is regulated to a lesser extent by the Board of Governors of the Federal Reserve System with regard to reserves it must maintain against deposits and other matters. The OTS examines the Bank and prepares reports for the consideration of its Board of Directors on any identified operating deficiencies. The Bank’s relationship with its depositors and borrowers also is regulated to a great extent by both federal and state laws, especially in matters concerning the ownership of deposit accounts and the form and content of the Bank’s loan documents.

There can be no assurance that laws, rules and regulations will not change in the future, which could make compliance more difficult or expensive or otherwise adversely affect our business, financial condition, results of operations or prospects. Any change in these laws or regulations, or in regulatory policy, whether by the FDIC, the OTS, the Board of Governors of the Federal Reserve System or Congress, could have a material adverse impact on the Company, the Bank and their respective operations.

### Federal Banking Regulation

**Business Activities.** A federal savings bank derives its lending and investment powers from the Home Owners’ Loan Act, as amended, and the regulations of the OTS. Under these laws and regulations, the Bank may invest in mortgage loans secured by residential and nonresidential real estate, commercial business and consumer loans, certain types of securities and certain other loans and assets. Specifically, the Bank may originate, invest in, sell, or purchase unlimited loans on the security of residential real estate, while loans on nonresidential real property generally may not exceed, in the aggregate, 400% of the Bank’s total capital. In addition, secured and unsecured commercial loans and certain types of commercial personal property leases may not exceed 20% of the Bank’s assets; however, amounts in excess of 10% of assets may only be used for small business loans. Further, the Bank may generally invest up to 35% of its assets in consumer loans, corporate debt securities and commercial paper on a combined basis, and up to the greater of its capital or 5% of its assets in unsecured construction loans. The Bank may invest up to 10% of its assets in tangible personal property, for rental or sale. Certain leases on tangible personal property are not aggregated with commercial or consumer loans for the purposes of determining compliance with the limitations set forth for those investment categories. The Bank also may establish subsidiaries that may engage in activities not otherwise permissible for the Bank directly, including real estate investment and insurance agency activities. A violation of the lending and investment limitations may be subject to the same enforcement mechanisms of the primary federal regulator as other violations of a law or regulation.

**Capital Requirements.** The regulations of the OTS require savings banks to meet three minimum capital standards: a ratio of tangible capital to adjusted total assets of 1.5%, a ratio of Tier 1 (core) capital to adjusted total assets of 4.0% (3% for institutions receiving the highest rating on the CAMELS rating system), and a ratio of total capital to total risk-adjusted assets of 8.0%. The prompt corrective action standards discussed below, in effect, establish a minimum 2% tangible capital standard.

The risk-based capital standard for savings banks requires the maintenance of Tier 1, or core capital, and total capital (which is defined as core capital and supplementary capital) to risk-weighted assets of at least 4% and 8%, respectively. In determining the amount of risk-weighted assets, all assets, including certain off-balance sheet assets, are multiplied by a risk-weight factor of 0% to 100%, assigned by the OTS capital regulation based on the risks inherent in the type of asset. Core capital is defined as common stockholders' equity (including retained earnings), certain noncumulative perpetual preferred stock and related surplus and minority interests in equity accounts of consolidated subsidiaries, less intangibles other than certain mortgage servicing rights and credit card relationships. The components of supplementary capital currently include cumulative perpetual preferred stock, long-term preferred stock, mandatory convertible securities, subordinated debt and intermediate-term preferred stock, allowance for loan and lease losses up to a maximum of 1.25% of risk-weighted assets and up to 45% of net unrealized gains on available-for-sale equity securities with readily determinable fair market values. Overall, the amount of supplementary capital included as part of total capital cannot exceed 100% of core capital.

At December 31, 2008, the Bank's capital exceeded all applicable requirements.

**Loans-to-One-Borrower.** A federal savings bank generally may not make a loan or extend credit to a single or related group of borrowers in excess of 15% of unimpaired capital and surplus. An additional amount may be loaned, equal to 10% of unimpaired capital and surplus, if the loan is secured by readily marketable collateral, which generally does not include real estate. As of December 31, 2008, the Bank was in compliance with the loans-to-one-borrower limitations.

**Qualified Thrift Lender Test.** As a federal savings bank, the Bank is subject to a qualified thrift lender, or "QTL," test. Under the QTL test, the Bank must maintain at least 65% of its "portfolio assets" in "qualified thrift investments" in at least nine months of the most recent 12-month period. "Portfolio assets" generally means total assets of a savings institution, less the sum of specified liquid assets up to 20% of total assets, goodwill and other intangible assets, and the value of property used in the conduct of the savings bank's business.

"Qualified thrift investments" include various types of loans made for residential and housing purposes, investments related to those purposes, including certain mortgage-backed and related securities, and loans for personal, family, household and certain other purposes up to a limit of 20% of portfolio assets. "Qualified thrift investments" also include 100% of an institution's credit card loans, education loans and small business loans. The Bank also may satisfy the QTL test by qualifying as a "domestic building and loan association" as defined in the Internal Revenue Code of 1986. At December 31, 2008, the Bank maintained approximately 66.05% of its portfolio assets in qualified thrift investments, and as of that date, satisfied the QTL test. A savings bank that fails the QTL test must either convert to a bank charter or operate under specified restrictions, including limits on growth, branching, new investment, FHLBC advances and dividends.

**Capital Distributions.** The regulations of the OTS govern capital distributions by a federal savings bank, which include cash dividends, stock repurchases and other transactions charged to the institution's capital account. A savings bank must file an application for approval of a capital distribution if:

- the total capital distributions for the applicable calendar year exceed the sum of the savings bank's net income for that year to date plus the savings bank's retained net income for the preceding two years;
- the savings bank would not be at least adequately capitalized following the distribution;



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- the distribution would violate any applicable statute, regulation, agreement or OTS-imposed condition; or
  - the savings bank is not eligible for expedited treatment of its filings.

Even if an application is not otherwise required, every savings bank that is a subsidiary of a holding company must still file a notice with the OTS at least 30 days before the board of directors declares a dividend or approves a capital distribution.

The OTS may disapprove a notice or application if:

- the savings bank would be undercapitalized following the distribution;
- the proposed capital distribution raises safety and soundness concerns; or
- the capital distribution would violate a prohibition contained in any statute, regulation or agreement.

**Liquidity.** A federal savings bank is required to maintain a sufficient amount of liquid assets to ensure its safe and sound operation.

**Community Reinvestment Act and Fair Lending Laws.** All savings banks have a responsibility under the Community Reinvestment Act (“CRA”) and related regulations of the OTS to help meet the credit needs of their communities, including low and moderate income neighborhoods. In connection with its examination of a federal savings bank, the OTS is required to evaluate and rate the savings bank’s record of compliance with the CRA. In addition, the Equal Credit Opportunity Act and the Fair Housing Act prohibit lenders from discriminating in their lending practices on the basis of characteristics specified in those statutes. A savings bank’s failure to comply with the provisions of the CRA could, at a minimum, result in regulatory restrictions on its activities. The failure to comply with the Equal Credit Opportunity Act and the Fair Housing Act could result in enforcement actions by the OTS, as well as other federal regulatory agencies and the Department of Justice. The OTS has rated the Bank’s CRA performance as “Outstanding,” the highest possible rating, in all CRA Performance Evaluations the OTS has completed on the Bank since 1999.

**Privacy Standards.** Financial institutions are subject to regulations implementing the privacy protection provisions of the Gramm-Leach-Bliley Act. These regulations require the Bank to disclose its privacy policy, including identifying with whom it shares “nonpublic personal information” to customers at the time of establishing the customer relationship and annually thereafter. In addition, the Bank is required to provide its customers with the ability to “opt-out” of or consent to having the Bank share their nonpublic personal information with unaffiliated third parties before it can disclose such information, subject to certain exceptions. The implementation of these regulations did not have a material adverse effect on the Bank. The Gramm-Leach-Bliley Act also allows each state to enact legislation that is more protective of consumers’ personal information.

The OTS and other federal banking agencies have adopted guidelines establishing standards for safeguarding customer information to implement certain provisions of the Gramm-Leach-Bliley Act. The guidelines describe the agencies’ expectations for the creation, implementation and maintenance of an information security program, which would include administrative, technical and physical safeguards appropriate to the size and complexity of a financial institution and the nature and scope of its activities. The standards set forth in the guidelines are intended to ensure the security and confidentiality of customer records and information, to protect against any anticipated threats or hazards to the security or integrity of such records, and to protect against unauthorized access to or use of such records or other information that could result in substantial harm or inconvenience to any customer. The Bank has implemented these guidelines, and such implementation has not had a material adverse effect on our operations.

**Transactions with Related Parties.** A federal savings bank’s authority to engage in transactions with its “affiliates” is limited by OTS regulations and by Sections 23A and 23B of the Federal Reserve Act and its implementing Regulation W. The term “affiliates” for these purposes generally means any company that controls or is under

common control with an insured depository institution, although subsidiaries of federal savings banks are generally not considered affiliates for the purposes of Sections 23A and 23B of the Federal Reserve Act. The Company is an affiliate of the Bank. In general, transactions with affiliates must be on terms that are as favorable to the savings bank as comparable transactions with non-affiliates. In addition, certain types of these transactions are restricted to an aggregate percentage of the savings bank's capital. Collateral in specified amounts must usually be provided by affiliates in order to receive loans from the savings bank. OTS regulations also prohibit a savings bank from lending to any of its affiliates that are engaged in activities that are not permissible for bank holding companies, and from purchasing the securities of any affiliate, other than a subsidiary.

The Bank's authority to extend credit to its directors, executive officers and 10% stockholders, as well as to entities controlled by such persons, is currently governed by the requirements of Sections 22(g) and 22(h) of the Federal Reserve Act and Regulation O of the Federal Reserve Board. Among other things, these provisions require that extensions of credit to insiders be made on terms that are substantially the same as, and follow credit underwriting procedures that are not less stringent than, those prevailing for comparable transactions with unaffiliated persons and that do not involve more than the normal risk of repayment or present other unfavorable features, and not exceed certain limitations on the amount of credit extended to such persons, individually and in the aggregate, which limits are based, in part, on the amount of the Bank's capital. In addition, extensions of credit in excess of certain limits must be approved by the Bank's Board of Directors. The Bank does not extend credit to its directors and executive officers.

**Enforcement.** The OTS has primary enforcement responsibility over federal savings institutions, and has the authority to bring enforcement action against the Bank and all "institution-affiliated parties," including stockholders, attorneys, appraisers and accountants who knowingly or recklessly participate in wrongful action likely to have an adverse effect on an insured institution. Formal enforcement action may range from the issuance of a capital directive or cease and desist order to removal of officers and/or directors of the institution, receivership, conservatorship or the termination of deposit insurance. Civil monetary penalties cover a wide range of violations and actions, and range up to \$25,000 per day, unless a finding of reckless disregard is made, in which case penalties may be as high as \$1 million per day. The FDIC also has the authority to recommend to the Director of the OTS that enforcement action be taken with respect to a particular savings institution. If action is not taken by the Director, the FDIC has authority to take action under specified circumstances.

**Standards for Safety and Soundness.** Federal law requires each federal banking agency to prescribe certain standards for all insured depository institutions. These standards relate to, among other things, internal controls, information systems and audit systems, loan documentation, credit underwriting, interest rate risk exposure, asset growth, compensation and other operational and managerial standards as the agency deems appropriate. The federal banking agencies adopted Interagency Guidelines Prescribing Standards for Safety and Soundness to implement the safety and soundness standards required under federal law. The guidelines set forth the safety and soundness standards that the federal banking agencies use to identify and address problems at insured depository institutions before capital becomes impaired. The guidelines address internal controls and information systems, internal audit systems, credit underwriting, loan documentation, interest rate risk exposure, asset growth, compensation, fees and benefits. If the appropriate federal banking agency determines that an institution fails to meet any standard prescribed by the guidelines, the agency may require the institution to submit to the agency an acceptable plan to achieve compliance with the standard.

**Prompt Corrective Action Regulations.** Under the prompt corrective action regulations, the OTS is required and authorized to take supervisory actions against undercapitalized savings banks. For this purpose, a savings bank is placed in one of the following five categories based on the savings bank's capital:

- well-capitalized (at least 5% leverage capital, 6% tier 1 risk-based capital and 10% total risk-based capital);
- adequately capitalized (at least 4% leverage capital, 4% tier 1 risk-based capital and 8% total risk-based capital);

- undercapitalized (less than 3% leverage capital, 4% tier 1 risk-based capital or 8% total risk-based capital);
- significantly undercapitalized (less than 3% leverage capital, 3% tier 1 risk-based capital or 6% total risk-based capital); and
- critically undercapitalized (less than 2% tangible capital).

Generally, the banking regulator is required to appoint a receiver or conservator for a savings bank that is “critically undercapitalized.” The regulation also provides that a capital restoration plan must be filed with the OTS within 45 days of the date a bank receives notice that it is “undercapitalized,” “significantly undercapitalized” or “critically undercapitalized.” In addition, numerous mandatory supervisory actions become immediately applicable to the savings bank, including, but not limited to, restrictions on growth, investment activities, capital distributions and affiliate transactions. The OTS may also take any one of a number of discretionary supervisory actions against undercapitalized savings banks, including the issuance of a capital directive and the replacement of senior executive officers and directors.

At December 31, 2008, the Bank met the criteria for being considered “well-capitalized.”

**Insurance of Deposit Accounts.** The Bank is a member of the Deposit Insurance Fund (the “DIF”), which is administered by the FDIC. Deposit accounts at the Bank are insured by the FDIC, generally up to a maximum of \$100,000 for each separately insured depositor and up to a maximum of \$250,000 for self-directed retirement accounts. However, the FDIC increased the deposit insurance available on all deposit accounts to \$250,000, effective until December 31, 2009. In addition, certain noninterest-bearing transaction accounts maintained with financial institutions participating in the FDIC’s Transaction Account Guarantee Program are fully insured regardless of the dollar amount until December 31, 2009. The Bank has opted to participate in the FDIC’s Transaction Account Guarantee Program. See “Temporary Liquidity Guarantee Program” below.

The FDIC imposes an assessment against all depository institutions for deposit insurance. This assessment is based on the risk category of the institution and, prior to 2009, ranged from five to 43 basis points of the institution’s deposits. On October 7, 2008, as a result of decreases in the reserve ratio of the DIF, the FDIC issued a proposed rule establishing a Restoration Plan for the DIF. The rulemaking proposed that, effective January 1, 2009, assessment rates would increase uniformly by seven basis points for the first quarter 2009 assessment period. The rulemaking proposed to alter the way in which the FDIC’s risk-based assessment system differentiates for risk and set new deposit insurance assessment rates, effective April 1, 2009. Under the proposed rule, the FDIC would first establish an institution’s initial base assessment rate. This initial base assessment rate would range, depending on the risk category of the institution, from 10 to 45 basis points. The FDIC would then adjust the initial base assessment (higher or lower) to obtain the total base assessment rate. The adjustment to the initial base assessment rate would be based upon an institution’s levels of unsecured debt, secured liabilities, and brokered deposits. The total base assessment rate would range from eight to 77.5 basis points of the institution’s deposits. On December 22, 2008, the FDIC published a final rule raising the current deposit insurance assessment rates uniformly for all institutions by seven basis points (to a range from 12 to 50 basis points) for the first quarter of 2009. However, the FDIC approved an extension of the comment period on the parts of the proposed rulemaking that would become effective on April 1, 2009. The FDIC expects to issue a second final rule early in 2009, to be effective April 1, 2009, to change the way that the FDIC’s assessment system differentiates for risk and to set new assessment rates beginning with the second quarter of 2009.

Insurance of deposits may be terminated by the FDIC upon a finding that an institution has engaged in unsafe or unsound practices, is in an unsafe or unsound condition to continue operations or has violated any applicable law, regulation, rule, order or condition imposed by the FDIC. We do not currently know of any practice, condition or violation that might lead to termination of our deposit insurance.

In addition to the FDIC assessments, the Financing Corporation (“FICO”) is authorized to impose and collect, with the approval of the Federal Deposit Insurance Corporation, assessments for anticipated payments, issuance costs and custodial fees on bonds issued by the FICO in the 1980s to recapitalize the former Federal Savings and Loan

Insurance Corporation. The bonds issued by the FICO are due to mature in 2017 through 2019. For the quarter ended December 31, 2008, the annualized FICO assessment was equal to 1.10 basis points for each \$100 in domestic deposits maintained at an institution.

**Temporary Liquidity Guarantee Program.** On October 14, 2008, the FDIC announced a new program – the Temporary Liquidity Guarantee Program. This program has two components – The Debt Guarantee Program and the Transaction Account Guarantee Program. The Debt Guarantee Program guarantees newly issued senior unsecured debt of a participating organization, up to certain limits established for each institution, issued between October 14, 2008 and June 30, 2009. The FDIC will pay the unpaid principal and interest on an FDIC-guaranteed debt instrument upon the uncured failure of the participating entity to make a timely payment of principal or interest in accordance with the terms of the instrument. The guarantee will remain in effect until June 30, 2012. In return for the FDIC’s guarantee, participating institutions will pay the FDIC a fee based on the amount and maturity of the debt. The Bank and the Company have opted not to participate in the Debt Guarantee Program.

The Transaction Account Guarantee Program provides full federal deposit insurance coverage for non-interest bearing transaction deposit accounts, regardless of dollar amount, until December 31, 2009. An annualized 10 basis point assessment on balances in noninterest-bearing transaction accounts that exceed the existing deposit insurance limit of \$250,000 will be assessed on a quarterly basis to insured depository institutions that have not opted out of this component of the Temporary Liquidity Guarantee Program. The Bank has opted to participate in the Transaction Account Guarantee Program.

**U.S. Treasury’s Troubled Asset Relief Program Capital Purchase Program.** On October 3, 2008, the Emergency Economic Stabilization Act of 2008 (“EESA”) was enacted that provides the U.S. Secretary of the Treasury with broad authority to implement certain actions to help restore stability and liquidity to U.S. markets. One of the provisions resulting from the legislation is the Troubled Asset Relief Program Capital Purchase Program (“CPP”), which provides direct equity investment in perpetual preferred stock by the U.S. Treasury Department in qualified financial institutions. The program is voluntary and requires an institution to comply with a number of restrictions and provisions, including limits on executive compensation, stock redemptions and declaration of dividends. The CPP provides for a minimum investment of one percent of total risk-weighted assets and a maximum investment equal to the lesser of three percent of total risk-weighted assets or \$25 billion. Participation in the program is not automatic and is subject to approval by the U.S. Treasury Department. The Company opted not to participate in the CPP.

**Prohibitions Against Tying Arrangements.** Federal savings banks are prohibited, subject to some exceptions, from extending credit to or offering any other service, or fixing or varying the consideration for such extension of credit or service, on the condition that the customer obtain some additional service from the institution or its affiliates or not obtain services of a competitor of the institution.

**Federal Home Loan Bank System.** The Bank is a member of the Federal Home Loan Bank System, which consists of 12 regional Federal Home Loan Banks. The Federal Home Loan Bank System provides a central credit facility primarily for member institutions. As a member of the FHLBC, the Bank is required to acquire and hold shares of capital stock in the FHLBC in an amount at least equal to 1% of the aggregate principal amount of its unpaid residential mortgage loans and similar obligations at the beginning of each year, or  $\frac{1}{20}$  of its borrowings from the FHLBC, whichever is greater. As of December 31, 2008 the Bank was in compliance with this requirement.

### **Federal Reserve System**

Federal Reserve Board regulations require savings banks to maintain noninterest-earning reserves against their transaction accounts, such as negotiable order of withdrawal and regular checking accounts. At December 31, 2008 the Bank was in compliance with these reserve requirements. The balances maintained to meet the reserve requirements imposed by the Federal Reserve Board may be used to satisfy liquidity requirements imposed by the OTS.

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## **The USA PATRIOT Act and the Bank Secrecy Act**

The USA PATRIOT Act and the Bank Secrecy Act require financial institutions to develop programs to detect and report money-laundering and terrorist activities, as well as suspicious activities. The USA PATRIOT Act also gives the federal government new powers to address terrorist threats through enhanced domestic security measures, expanded surveillance powers, increased information sharing and broadened anti-money laundering requirements. The federal banking agencies are required to take into consideration the effectiveness of controls designed to combat money-laundering activities in determining whether to approve a merger or other acquisition application of a member institution. Accordingly, if we engage in a merger or other acquisition, our controls designed to combat money laundering would be considered as part of the application process. In addition, non-compliance with these laws and regulations could result in fines, penalties and other enforcement measures. We have developed policies and continue to augment procedures and systems designed to comply with these laws and regulations.

## **Holding Company Regulation**

The Company is a unitary savings and loan holding company, subject to regulation and supervision by the OTS. The OTS has enforcement authority over the Company and its non-savings institution subsidiaries. Among other things, this authority permits the OTS to restrict or prohibit activities that are determined to be a risk to the Bank.

Under prior law, a unitary savings and loan holding company generally had no regulatory restrictions on the types of business activities in which it could engage, provided that its subsidiary savings bank was a qualified thrift lender. The Gramm-Leach-Bliley Act of 1999, however, restricts the activities of unitary savings and loan holding companies not existing on, or applied for before, May 4, 1999, to those permissible for financial holding companies or for multiple savings and loan holding companies. The Company is not a grandfathered unitary savings and loan holding company, and therefore is limited to the activities permissible for financial holding companies or for multiple savings and loan holding companies. A financial holding company may engage in activities that are financial in nature, including underwriting equity securities and insurance, incidental to financial activities or complementary to a financial activity. A multiple savings and loan holding company is generally limited to activities permissible for bank holding companies under Section 4(c)(8) of the Bank Holding Company Act, subject to the prior approval of the OTS, and certain additional activities authorized by OTS regulations.

Federal law prohibits a savings and loan holding company, directly or indirectly, or through one or more subsidiaries, from acquiring control of another savings institution or holding company thereof, without prior written approval of the OTS. It also prohibits the acquisition or retention of, with specified exceptions, more than 5% of the equity securities of a company engaged in activities that are not closely related to banking or financial in nature or acquiring or retaining control of an institution that is not federally insured. In evaluating applications by holding companies to acquire savings institutions, the OTS must consider the financial and managerial resources and future prospects of the savings institution involved, the effect of the acquisition on the risk to the insurance fund, the convenience and needs of the community and competitive factors.

## **Sarbanes-Oxley Act of 2002**

The Sarbanes-Oxley Act of 2002 was enacted in response to public concerns regarding corporate accountability in connection with certain accounting scandals. The stated goals of the Sarbanes-Oxley Act are to increase corporate responsibility, to provide for enhanced penalties for accounting and auditing improprieties at publicly traded companies, and to protect investors by improving the accuracy and reliability of corporate disclosures pursuant to the securities laws. The Sarbanes-Oxley Act generally applies to all companies that file or are required to file periodic reports with the Securities and Exchange Commission, under the Securities Exchange Act of 1934.

The Sarbanes-Oxley Act includes specific additional disclosure requirements, requires the Securities and Exchange Commission and national securities exchanges to adopt extensive additional disclosure, corporate governance and other related rules, and mandates further studies of certain issues by the Securities and Exchange Commission. The Sarbanes-Oxley Act represents significant federal involvement in matters traditionally left to state regulatory systems, such as the regulation of the accounting profession, and to state corporate law, such as the relationship between a board of directors and management and between a board of directors and its committees.

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## Federal Securities Laws

The Company's common stock is registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The Company is subject to the information, proxy solicitation, insider trading restrictions and other requirements of the Securities Exchange Act of 1934.

## Taxation

**Federal Taxation.** The Company and the Bank are subject to federal income taxation in the same general manner as other corporations, with some exceptions discussed below. The following discussion of federal taxation is intended only to summarize material federal income tax matters and is not a comprehensive description of the tax rules applicable to the Company and the Bank.

**Method of Accounting.** For federal income tax purposes, the Company currently reports its income and expenses on the accrual method of accounting and uses a tax year ending December 31 for filing its consolidated federal income tax returns. The Small Business Protection Act of 1996 eliminated the use of the reserve method of accounting for bad debt reserves by savings institutions, effective for taxable years beginning after 1995.

**Bad Debt Reserves.** Prior to the Small Business Protection Act of 1996, the Bank was permitted to establish a reserve for bad debts for tax purposes and to make annual additions to the reserve. These additions could, within specified formula limits, be deducted in arriving at the Bank's taxable income. As a result of the Small Business Protection Act of 1996, the Bank must use the specific charge off method in computing its bad debt deduction for tax purposes.

**Taxable Distributions and Recapture.** Prior to the Small Business Protection Act of 1996, bad debt reserves created prior to 1988 were subject to recapture into taxable income if the Bank failed to meet certain thrift asset and definition tests. The Small Business Protection Act of 1996 eliminated these thrift-related recapture rules. However, under current law, pre-1988 reserves remain subject to tax recapture should the Bank make certain distributions from its tax bad debt reserve or cease to maintain a financial institution charter. At December 31, 2008 the Bank's total federal pre-1988 reserve was approximately \$14.9 million. This reserve reflects the cumulative effects of federal tax deductions by the Bank for which no federal income tax provision has been made.

**Alternative Minimum Tax.** The Internal Revenue Code of 1986, as amended, imposes an alternative minimum tax at a rate of 20% on a base of regular taxable income plus certain tax preferences, referred to as "alternative minimum taxable income." The alternative minimum tax is payable to the extent alternative minimum taxable income is in excess of an exemption amount. Net operating losses can, in general, offset no more than 90% of alternative minimum taxable income.

**Net Loss Carryovers.** A financial institution may carry back net operating losses to the preceding two taxable years (five years for losses incurred in 2001 and 2002) and forward to the succeeding 20 taxable years. At December 31, 2008 the Company had no net operating loss carryforward for federal income tax purposes. At December 31, 2008 the Company included in deferred tax assets an \$340,000 asset for capital loss carryforwards, which expires in 2011. Based upon projections of future taxable income, including capital gains, management believes that it is more likely than not that the deferred tax assets will be fully realized and thus a valuation allowance is not needed.

**Corporate Dividends.** We may exclude from our income 100% of dividends received from the Bank as a member of the same affiliated group of corporations.

**State and Local Taxation.** We pay income tax to the State of Illinois. As a Maryland business corporation, we are required to file annual returns and pay annual fees to the State of Maryland, but these fees are not material in amount. At December 31, 2008 the Company had no net operating loss carryforward for state income tax purposes.

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## **ITEM 1A. RISK FACTORS**

The risks set forth below may adversely affect our business, financial condition and operating results. In addition to the risks set forth below and the other risks described in Item 1, Business, Forward-Looking Statements, and Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, there may also be additional risks and uncertainties that are not currently known to us or that we currently deem to be immaterial that could materially and adversely affect our business, financial condition or operating results. As a result, past financial performance may not be a reliable indicator of future performance, and historical trends should not be used to anticipate results or trends in future periods.

### **Changes in Market Interest Rates Could Adversely Affect Our Financial Condition and Results of Operations**

Our financial condition and results of operations are significantly affected by changes in market interest rates because our assets, primarily loans, and our liabilities, primarily deposits, are monetary in nature. Our results of operations depend substantially on our net interest income, which is the difference between the interest income that we earn on our interest-earning assets and the interest expense that we pay on our interest-bearing liabilities. We are unable to predict changes in market interest rates that are affected by many factors beyond our control, including inflation, recession, unemployment, money supply, domestic and international events and changes in the United States and other financial markets. Our net interest income is affected not only by the level and direction of interest rates, but also by the shape of the yield curve and relationships between interest sensitive instruments and key driver rates, including credit risk spreads, and by balance sheet growth, customer loan and deposit preferences and the timing of changes in these variables which themselves are impacted by changes in market interest rates. As a result, changes in market interest rates can significantly impact our net interest income as well as the fair market valuation of our assets and liabilities.

### **Our Nonresidential Real Estate Loans, Multi-family Mortgage Loans, Construction and Land Loans, Commercial Loans and Commercial Leases Expose Us to Increased Credit Risks**

At December 31, 2008 our portfolio of nonresidential real estate loans totaled \$342.3 million, or 26.7% of total loans; our portfolio of multi-family mortgage loans totaled \$305.3 million, or 23.8% of total loans; our portfolio of construction and land loans totaled \$49.5 million, or 3.9% of total loans; our portfolio of commercial loans totaled \$77.6 million, or 6.1% of total loans; and our portfolio of commercial leases totaled \$175.8 million, or 13.7% of total loans. Though new loan activity in some categories will be more limited than others based on economic and market conditions, we plan to continue to originate these types of loans and retain them in our portfolio, although we may participate portions of some of these loans to other financial institutions. These types of loans may have greater credit risk than one- to four-family residential mortgage loans because repayment of the loans often depends on the successful business operations of the borrower. These loans typically have larger loan balances to single borrowers or groups of related borrowers compared to one- to four-family residential mortgage loans. Many of our borrowers also have more than one nonresidential real estate, multi-family mortgage, construction or commercial loan or lease outstanding with us. Consequently, an adverse development involving one or more loans or credit relationships can expose us to significantly greater risk of loss compared to an adverse development involving a one- to four-family residential mortgage loan.

### **Our Concentration of Loans within Certain Segments of the Healthcare Industry Exposes Us to Increased Credit Risk**

At December 31, 2008, we had \$47.8 million of loans to healthcare providers, including loans to nursing homes and hospice care companies and leases to hospitals for equipment. These loans represented 3.7% of our total loan portfolio as of that date. Of these loans, \$13.6 million, or 28.5%, were collateralized by real estate. The remainder consisted of working capital lines of credit secured by government accounts receivable, of which we are a joint payee, or by leased equipment. Loans to healthcare providers have unique credit risks. A healthcare provider's income stream is subject to many factors beyond the control of the healthcare provider, including the risk that the provider will not be reimbursed for all services provided. The State of Illinois has experienced budget shortfalls in recent years, causing delays in state reimbursement for healthcare costs. Government reimbursement rates are also subject to change, including retroactive adjustments. For example, a significant overpayment to a healthcare

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provider can result in the provider owing significant governmental repayments to the federal or state government. A healthcare provider's profitability also depends on its ability to maintain certain levels of occupancy. Unexpected declines in occupancy rates can restrict a provider's cash flow. Any of these factors can impair the ability of our healthcare provider borrowers to make loan repayments, which could result in significant loss to us.

At December 31, 2008 we recorded a charge-off of \$605,000 on a healthcare-related real estate loan, and established a specific loan loss reserve allowance in the amount of \$714,000 for a second real estate loan to a healthcare provider and its affiliated entities with an aggregate principal balance of \$4.2 million, due to ongoing cash flow and receivables lien priority issues, as well as the borrower's inability to consummate pending facility sales transactions. The loans to this borrower are also partially secured by additional collateral consisting of certain personal liquid assets.

#### **If Our Allowance for Loan Losses is Not Sufficient to Cover Actual Loan Losses, Our Earnings Could Decrease**

In the event that our loan customers do not repay their loans according to the terms of the loans, and the collateral securing the repayment of these loans is insufficient to cover any remaining loan balance, we could experience significant loan losses or increase our provision for loan losses or both, which could have a material adverse effect on our operating results. We make various assumptions and judgments about the collectability of our loan portfolio, including the creditworthiness of our borrowers and the value of the real estate and other assets, if any, serving as collateral for the repayment of our loans. At December 31, 2008, our allowance for loan losses was \$14.7 million, representing 1.15% of total loans and 108.0% of nonperforming loans as of that date. In determining the amount of our allowance for loan losses, we rely on our loan quality reviews, our experience and our evaluation of economic conditions, among other factors. We also make assumptions concerning our legal positions and the priority of our interests in contested legal or bankruptcy proceedings, and at times, we may lack sufficient information to establish specific reserves for loans involved in such proceedings.

#### **Difficult Economic Conditions Have Adversely Affected the Banking Industry**

The capital, credit and financial markets have experienced significant volatility and disruption for more than a year. These conditions have had significant adverse effects on our national and local economies, including declining real estate values, a widespread tightening of the availability of credit, illiquidity in certain securities markets, increasing loan delinquencies, mortgage foreclosures, personal and business bankruptcies and unemployment rates, declining consumer confidence and spending, significant write-downs of asset values by financial institutions and government-sponsored entities, and a reduction of manufacturing and service business activity and international trade. These conditions have also adversely affected the stock market generally, and have contributed to significant declines in the trading prices of financial institution stocks. We do not expect these difficult market conditions to improve over the short term, and a continuation or worsening of these conditions could exacerbate their adverse effects. The adverse effects of these condition could include increases in loan delinquencies and charge-offs, increases to the portion of our loan loss reserve that we base on national and local economic factors, increases to our specific loan loss reserves due to the impact of these conditions on specific borrowers or the collateral for their loans, declines in the value of our investment securities, increases in our cost of funds due continued aggressive deposit pricing by local and national competitors with liquidity needs, increases in regulatory and compliance costs, core deposit attrition due to this aggressive deposit pricing and/or consumer concerns about the safety of their deposits, and declines in the trading price of our common stock.

#### **There Can Be No Assurance that the Emergency Economic Stabilization Act of 2008 and the American Recovery and Reinvestment Act Will Stabilize the U.S. Economy and Financial System**

The U.S. Congress enacted the EESA in response to the impact of the volatility and disruption in the capital and credit markets on the financial sector. The U.S. Department of the Treasury (the "UST") and the federal banking regulators are implementing a number of programs under this legislation that are intended to address these conditions and the asset quality, capital and liquidity issues they have caused for certain financial institutions and to improve the general availability of credit for consumers and businesses. In addition, the U.S. Congress recently enacted the American Recovery and Reinvestment Act ("ARRA") in an effort to save and create jobs, stimulate the U.S. economy and promote long-term growth and stability. There can be no assurance that EESA, ARRA or the



programs that are implemented under them will achieve their intended purposes. The failure of EESA, ARRA or the programs that are implemented under them to achieve their intended purposes could result in a continuation or worsening of current economic and market conditions, and this could adversely affect our financial condition, results of operations, and/or the trading price of our common stock.

**Since Our Business is Concentrated in the Chicago Metropolitan Area, a Downturn in the Economy of This Area May Adversely Affect Our Business**

Although we make certain types of loans and leases to borrowers located in other states, our lending and deposit gathering activities are concentrated primarily in the Chicago metropolitan area. Our success depends on the general economic conditions of this area and surrounding areas. In addition, many of the loans in our loan portfolio are secured by real estate located in the Chicago metropolitan area. Negative conditions in the real estate markets where collateral for a mortgage loan is located could adversely affect the borrower's ability to repay the loan and the value of the collateral securing the loan. Real estate values are affected by various other factors, including real estate supply and demand, changes in general or regional economic conditions and unemployment rates, interest rates, governmental rules or policies and natural disasters. Adverse changes in the regional and general economy could also reduce our growth rate, impair our ability to collect loans and generally have a negative effect on our financial condition and results of operations.

**We Hold Certain Intangible Assets That Could Be Classified As Impaired In the Future. If These Assets Are Considered to Be Either Partially or Fully Impaired In The Future, Our Earnings Could Decrease**

Pursuant to SFAS No. 142, *Goodwill and Other Intangible Assets*, the Company tests its goodwill and core deposit intangible assets for impairment on a periodic basis. The impairment testing incorporates the current market price of the Company's common shares, the estimated net present value of the Company's assets and liabilities, and information concerning the terminal valuation of similarly-situated insured depository institutions. Given that the Company's market value was below its tangible book value at December 31, 2008, and the material decline in the trading prices of the common shares of similarly-situated and other financial institutions that has resulted from, among other things, current economic conditions, instability in global financial systems and markets, and a decline in merger and acquisition activity due to asset valuation difficulties and the supply of assets and liabilities that is expected to result from FDIC liquidation activities, it is possible that future impairment testing could result in a partial or full impairment of the value of the Company's goodwill or core deposit intangible assets, or both. If the Company determines that an impairment exists at a given point in time, the Company's earnings and the book value of the related intangible asset(s) will be reduced by the amount of the impairment. Notwithstanding the foregoing, the results of impairment testing on goodwill and core deposit intangible assets will have little or no impact on the Company's tangible book value or regulatory capital levels.

**If Our Investment in the Federal Home Loan Bank of Chicago Is Classified as Other-Than-Temporarily Impaired, Our Earnings Could Decrease**

We own common stock of the FHLBC. We hold the FHLBC common stock to qualify for membership in the Federal Home Loan Bank System and to be eligible to borrow funds under the FHLBC's advance program. The aggregate cost and fair value of our FHLBC common stock as of December 31, 2008 was \$15.6 million based on its par value. There is no market for our FHLBC common stock. Due to our receipt of stock dividends and a reduction of our outstanding FHLBC advances, we owned shares of FHLBC common stock at December 31, 2008 with a par value that was \$6.2 million more than we were required to own to maintain our membership, in the Federal Home Loan Bank System and to be eligible to obtain advances ("excess" or "voluntary" capital stock). During 2006, the FHLBC undertook limited redemptions of excess or voluntary capital stock. We redeemed \$9.8 million of excess or voluntary FHLBC capital stock in 2006.

On October 10, 2007, the FHLBC entered into a consensual cease and desist order with the Federal Housing Finance Board, now known as the Federal Housing Finance Agency ("the FHFA"). Under the terms of the order, capital stock repurchases and redemptions, including redemptions upon membership withdrawal or other termination, are prohibited unless the FHLBC receives the prior approval of the Director of the Office of Supervision of the FHFA (the "Director"). The order also provides that dividend declarations are subject to the prior written approval of the

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Director and required the FHLBC to submit a Capital Structure Plan to the FHFA. The FHLBC has not declared any dividends since the order was issued and it has not received approval of a Capital Structure Plan. In July of 2008, the FHFA amended the order to permit the FHLBC to repurchase or redeem newly-issued capital stock to support new advances, subject to certain conditions set forth in the order. Our FHLBC common stock is not newly-issued and is not affected by this amendment.

Recent published reports indicate that certain member banks of the Federal Home Loan Bank System could have materially lower regulatory capital levels due to the application of certain accounting rules and asset quality issues. In an extreme situation, it is possible that the capitalization of a Federal Home Loan Bank, including the FHLBC, could be substantially diminished or reduced to zero. Our FHLBC common stock is accounted for in accordance with the AICPS Statement of Position (“SOP”) No. 01-6, *Accounting by Certain Entities that Lend to or Finance the Activities of Others*. SOP 01-6 provides that, for impairment testing purposes, the value of long term investments such as our FHLBC common stock is based on the “ultimate recoverability” of the par value of the security without regard to temporary declines in value. Consequently, if events occur that give rise to substantial doubt about the ultimate recoverability of the par value of our FHLBC common stock, this investment could be deemed to be other-than-temporarily impaired, and the impairment loss that we would be required to record would cause our earnings to decrease by the after-tax amount of the impairment loss.

### **Our Future Success Is Dependent On Our Ability to Compete Effectively In The Highly Competitive Banking Industry**

We face substantial competition in all phases of our operations from a variety of different competitors. Our future growth and success will depend on our ability to compete effectively in this highly competitive environment. To date, we have grown our business successfully by focusing on our geographic markets and emphasizing the high level of service and responsiveness desired by our customers. We compete for loans, deposits and other financial services with other commercial banks, thrifts, credit unions, brokerage houses, mutual funds, insurance companies, real estate conduits, and specialized finance companies. Many of our competitors offer products and services that we do not offer, and many have substantially greater resources and lending limits, name recognition and market presence that benefit them in attracting business. In addition, larger competitors may be able to price loans and deposits more aggressively than we do, and smaller newer competitors may also be more aggressive in pricing loans and deposits in order to increase their market share. Some of the financial institutions and financial services organizations with which we compete are not subject to the extensive regulations imposed on savings banks and their holding companies. As a result, these nonbank competitors have certain advantages over us in accessing funding and in providing various financial services.

### **Our Business May Be Adversely Affected by the Highly Regulated Environment In Which We Operate**

We are subject to extensive federal and state legislation, regulation, examination and supervision. Recently enacted, proposed and future legislation and regulations could have an adverse effect on our business and operations. Our success depends on our continued ability to comply with these laws and regulations. Some of these regulations may increase our costs. While we cannot predict what effect any future changes in these laws or regulations or their interpretations would have on us, these changes or interpretations may adversely affect our future operations.

### **Trading Activity in the Company’s Common Stock Could Result in Material Price Fluctuations**

It is possible that trading activity in the Company’s common stock, including short-selling or significant sales by current stockholders, could result in material price fluctuations of the price per share of the Company’s common stock. In addition, such trading activity and the resultant volatility could make it more difficult for the Company to sell equity or equity-related securities in the future at a time and price it deems appropriate, or to use its stock as consideration for an acquisition. See “*Our Ability to Successfully Conduct Acquisitions Will Affect Our Ability to Grow Our Franchise and Compete Effectively in Our Marketplace*” .

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## **Our Return on Stockholders' Equity Will Continue to Be Low Due to Our High Capital Level**

Net income divided by average stockholders' equity, known as return on equity, is a ratio that many investors use to compare the performance of a financial institution to its peers. Our capital remains relatively high by industry standards pending a more optimal deployment of the additional capital raised in our 2005 mutual-to-stock conversion. Until we can increase our net interest income and noninterest income, we expect our return on equity to continue to be below the historical industry average, which may negatively affect the value of our shares of common stock.

## **The Bank's Ability to Pay Dividends is Subject to Regulatory Limitations Which, to the Extent the Company Requires Such Dividends in the Future, May Affect its Ability to Pay Dividends**

The Company is a separate legal entity from its subsidiaries and does not have significant operations of its own. Dividends from the Bank provide a significant source of cash for the Company. The availability of dividends from the Bank is limited by various statutes and regulations. Under the rules of the OTS, the Bank is not permitted to pay dividends on its capital stock to the Company, its sole stockholder, if the dividend would reduce the Bank's stockholder's equity below the amount of the liquidation account established in connection with the mutual-to-stock conversion. The Bank may pay dividends without the approval of the OTS only if the Bank meets its applicable regulatory capital requirements before and after the payment of the dividends and its total dividends do not exceed its net income to date over the calendar year plus retained net income over the preceding two years. It is possible, depending upon the financial condition of the Bank and other factors, that the OTS could assert that the payment of dividends or other payments by the Bank are an unsafe or unsound practice or refuse to issue any required prior approvals. In the event the Bank is unable to pay dividends to the Company, the Company may not be able to pay dividends on its common stock. Consequently, the potential inability to receive dividends from the Bank could adversely affect the Company's financial condition, results of operations and prospects.

## **We Continually Encounter Technological Change, and May Have Fewer Resources Than Many of Our Competitors to Continue to Invest In Technological Improvements**

The financial services industry is undergoing rapid technological changes, with frequent introductions of new technology-driven products and services. The effective use of technology increases efficiency and enables financial institutions to better serve customers and to reduce costs. Our future success will depend, in part, upon our ability to address the needs of our customers by using technology to provide products and services that will satisfy customer demands for convenience, as well as to create additional efficiencies in our operations. Many of our competitors have substantially greater resources to invest in technological improvements. We may not be able to effectively implement new technology-driven products and services or be successful in marketing these products and services to our customers.

## **Our Ability to Successfully Conduct Acquisitions Will Affect Our Ability to Grow Our Franchise and Compete Effectively in Our Marketplace**

On April 5, 2006, we completed the acquisition of University National Bank. We will also consider the possible acquisition of other banks, thrifts and other financial services companies in private or FDIC-assisted transactions to supplement internal growth. Our efforts to acquire other financial institutions and financial service companies may not be successful. Other potential acquirors exist for most acquisition candidates, creating competition that can affect the purchase price for which the institution can be acquired. In many cases, our competitors have significantly greater resources than we have, and greater flexibility to structure the consideration for the transaction. We may not participate in specific acquisition opportunities if we consider the proposed transaction unacceptable. We also may not be the successful bidder in acquisition opportunities that we pursue due to the willingness or ability of other potential acquirors to propose a higher purchase price or more attractive terms and conditions than we are willing or able to propose. If we are unable to or do not conduct acquisitions to supplement internal growth, our ability to deploy effectively the capital we raised in the offering, expand our geographic presence and improve our results of operations could be adversely affected.

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## **The Risks Presented by the Acquisition of Other Institutions Could Adversely Affect Our Financial Condition and Results of Operations**

If we are successful in conducting acquisitions, we will be presented with many risks that could have a material adverse effect on our financial condition and results of operations. An institution that we acquire may have unknown asset quality issues or unknown or contingent liabilities that we did not discover or fully recognize in the due diligence process, thereby resulting in unanticipated losses. The acquisition of other institutions typically requires the integration of different corporate cultures, loan and deposit products, pricing strategies, data processing systems and other technologies, accounting, internal audit and financial reporting systems, operational processes, policies, procedures and internal controls, marketing programs and personnel of the acquired institution in order to make the transaction economically advantageous. The integration process is complicated and time consuming, and could divert our attention from other business concerns and be disruptive to our customers and the customers of the acquired institution. Our failure to successfully integrate an acquired institution could result in the loss of key customers and employees, and prevent us from achieving expected synergies and cost savings. Acquisitions also result in professional fees, purchase price adjustments, the amortization of core deposit intangibles and other expenses that could adversely affect our earnings, and in goodwill that could become impaired, requiring us to recognize further charges. We may finance acquisitions with borrowed funds, thereby increasing our leverage and reducing our liquidity, or with potentially dilutive issuances of equity securities.

### **FDIC Deposit Insurance Premiums Have Increased and May Increase Further in the Future**

The Federal Deposit Insurance Act, as amended, requires the FDIC to maintain a reserve ratio between 1.15 and 1.50 percent. The FDIC's board of directors must establish a designated reserve ratio within that range and sets assessment rates to meet that target within a time-frame that the board deems appropriate. If the reserve ratio falls below 1.15 percent, the FDIC's board is required to establish a restoration plan to bring the reserve ratio back to 1.15 percent within five years. The FDIC's reserve ratio has declined over the past year due to costs associated with bank failures and FDIC-assisted transactions, and the reserve ratio is expected to continue to decline due to future bank failures and FDIC-assisted transactions. In addition, the FDIC basic insurance coverage limit was temporarily increased to \$250,000 through December 31, 2009, and certain types of deposit accounts will have unlimited deposit insurance coverage through that date. These increases have increased the aggregate amount of deposits that the FDIC insures and thus have exposed the FDIC's deposit insurance fund to potentially greater losses. The FDIC has adopted a plan to restore the reserve ratio to the required level by increasing the deposit insurance assessment rates that it currently charges to insured depository institutions. See "Supervision and Regulation – Insurance of Deposit Accounts." Any increase will have an adverse impact on our results of operations in 2009 and in future years, and if the FDIC is required to increase its deposit insurance assessment rate beyond the levels currently contemplated, the adverse impact will be exacerbated.

### **Various Factors May Make Takeover Attempts That You Want to Succeed More Difficult to Achieve, Which May Affect the Value of Shares of Our Common Stock**

Provisions of our articles of incorporation and bylaws, federal regulations, Maryland law and various other factors may make it more difficult for companies or persons to acquire control of the Company without the consent of our board of directors. You may want a takeover attempt to succeed because, for example, a potential acquiror could offer a premium over the then prevailing price of our shares of common stock. The OTS regulations prohibit the direct or indirect acquisition of more than 10% of any class of equity security of a converted savings institution without the prior approval of the OTS. Provisions of our articles of incorporation and bylaws also may make it difficult to remove our current board of directors or management if our board of directors opposes the removal. We have elected to be subject to the Maryland Business Combination Act, which places restrictions on mergers and other business combinations with large stockholders. In addition, our articles of incorporation provide that certain mergers and other similar transactions, as well as amendments to our articles of incorporation, must be approved by stockholders owning at least two-thirds of our shares of common stock entitled to vote on the matter unless first approved by at least two-thirds of the number of our authorized directors, assuming no vacancies. If approved by at least two-thirds of the number of our authorized directors, assuming no vacancies, the action must still be approved by a majority of our shares entitled to vote on the matter. In addition, a director can be removed from office, but only for cause, if such removal is approved by stockholders owning at least two-thirds of our shares of common stock entitled to vote on the matter. However, if at least two-thirds of the number of our authorized directors

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(assuming no vacancies) approves the removal of a director, the removal may be with or without cause, but must still be approved by a majority of our voting shares entitled to vote on the matter. Additional provisions include limitations on the voting rights of any beneficial owners of more than 10% of our common stock. Our bylaws, which can only be amended by the board of directors, also contain provisions regarding the timing, content and procedural requirements for stockholder proposals and nominations.

**Non-Compliance with USA PATRIOT Act, Bank Secrecy Act, or Other Laws and Regulations Could Result in Fines or Sanctions, and Curtail Expansion Opportunities**

Financial institutions are required under the USA PATRIOT and Bank Secrecy Acts to develop programs to prevent financial institutions from being used for money laundering and terrorist activities. Financial institutions are also obligated to file suspicious activity reports with the U.S. Treasury Department's Office of Financial Crimes Enforcement Network if such activities are detected. These rules also require financial institutions to establish procedures for identifying and verifying the identity of customers seeking to open new financial accounts. Failure or the inability to comply with these regulations could result in fines or penalties, curtailment of expansion opportunities, intervention or sanctions by regulators and costly litigation or expensive additional controls and systems. During the last few years, several banking institutions have received large fines for non-compliance with these laws and regulations. We have developed policies and continue to augment procedures and systems designed to assist in compliance with these laws and regulations.

**ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

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**ITEM 2. PROPERTIES**

As of December 31, 2008 the net book value of our properties was \$29.9 million. The following is a list of our offices:

Burr Ridge (Executive Office) 15W060 North Frontage Road Burr Ridge, IL 60527	Deerfield 630 N. Waukegan Road Deerfield, IL 60015	Northbrook 1368 Shermer Road Northbrook, IL 60062
Calumet City 1901 Sibley Boulevard Calumet City, IL 60409	Hazel Crest 3700 W. 183rd Street Hazel Crest, IL 60429	Olympia Fields 21110 S. Western Avenue Olympia Fields, IL 60461
Calumet Park 1333 W. 127th Street Calumet Park, IL 60827	Joliet 1401 N. Larkin Joliet, IL 60435	Orland Park 48 Orland Square Drive Orland Park, IL 60462
Chicago - Hyde Park 1354 East 55th Street Chicago, IL 60615	Lincolnshire One Marriott Drive Lincolnshire, IL 60069	Schaumburg 1005 Wise Road Schaumburg, IL 60193
Chicago - Hyde Park East 55th at Lake Park Avenue Chicago, IL 60615	Lincolnwood 3443 W. Touhy Lincolnwood, IL 60712	South Libertyville 1123 S. Milwaukee Avenue Libertyville, IL 60048
Chicago Ridge 6415 W. 95th Street Chicago Ridge, IL 60415	Naperville 1200 East Ogden Avenue Naperville, IL 60563	
Chicago - Lincoln Park 2424 N. Clark Street Chicago - Lincoln Park, IL 60614	North Libertyville 1409 W. Peterson Road Libertyville, IL 60048	

Except for our Chicago-Lincoln Park, Northbrook, and Hyde Park East offices, which are leased, all of our offices are owned. In addition to the above listed properties, we also operate two Express Branch facilities and two remote ATMs on sites where we do not have a full service banking office.

**ITEM 3. LEGAL PROCEEDINGS**

The Company and its subsidiaries are subject to various legal actions arising in the normal course of business. In the opinion of management, based on currently available information, the resolution of these legal actions is not expected to have a material adverse effect on the Company's results of operations.

**ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS**

During the fourth quarter of the fiscal year covered by this report, the Company did not submit any matters to the vote of security holders.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our shares of common stock are traded on the Nasdaq Global Select Market under the symbol "BFIN." The approximate number of holders of record of the Company's common stock as of December 31, 2008 was 1,965. Certain shares of the Company's common stock are held in "nominee" or "street" name, and accordingly, the number of beneficial owners of such shares is not known or included in the foregoing number.

The following table presents quarterly market information provided by the Nasdaq Stock Market for the Company's common stock and cash dividends paid for the periods ended December 31, 2008 and 2007.

				Cash Dividends
<u>2007 and 2008 Quarterly Periods</u>	<u>High</u>	<u>Low</u>	<u>Close</u>	<u>Paid</u>
Quarter ended December 31, 2008	\$14.99	\$ 9.07	\$10.19	\$ 0.07
Quarter ended September 30, 2008	15.98	12.70	14.68	0.07
Quarter ended June 30, 2008	16.16	13.00	13.01	0.07
Quarter ended March 31, 2008	16.44	13.66	15.91	0.07
Quarter ended December 31, 2007	\$16.67	\$14.54	\$15.82	\$ 0.07
Quarter ended September 30, 2007	16.39	13.01	15.82	0.07
Quarter ended June 30, 2007	16.75	15.45	15.45	0.07
Quarter ended March 31, 2007	17.98	16.10	16.27	0.07

For a discussion of the Bank's ability to pay dividends, see Part I, Item I, Business - "Supervision and Regulation—Federal Banking Regulation—Capital Distributions."

#### Recent Sales of Unregistered Securities

The Company had no sales of unregistered stock during the quarter ended December 31, 2008.

#### Repurchases of Equity Securities

The following table sets forth information in connection with the repurchases of our common stock that were made pursuant to our stock repurchase program during the fourth quarter of 2008:

<u>Period</u>	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</u>	<u>Maximum Number of Shares that May Yet be Purchased under the Plans or Programs (1)</u>
October 1, 2008 through October 31, 2008	54,200	\$11.323	54,200	265,600
November 1, 2008 through November 30, 2008	55,500	\$10.405	55,500	1,450,500
December 1, 2008 through December 31, 2008	8,000	\$ 9.393	8,000	1,442,500
Totals	<u>117,700</u>	<u>\$10.759</u>	<u>117,700</u>	

- (1) Our Board of Directors has authorized the repurchase of up to 5,047,423 shares of our common stock. In accordance with this authorization, we had repurchased 3,604,923 shares of our common stock as of December 31, 2008. The current share repurchase authorization will expire on May 15, 2009, unless extended.

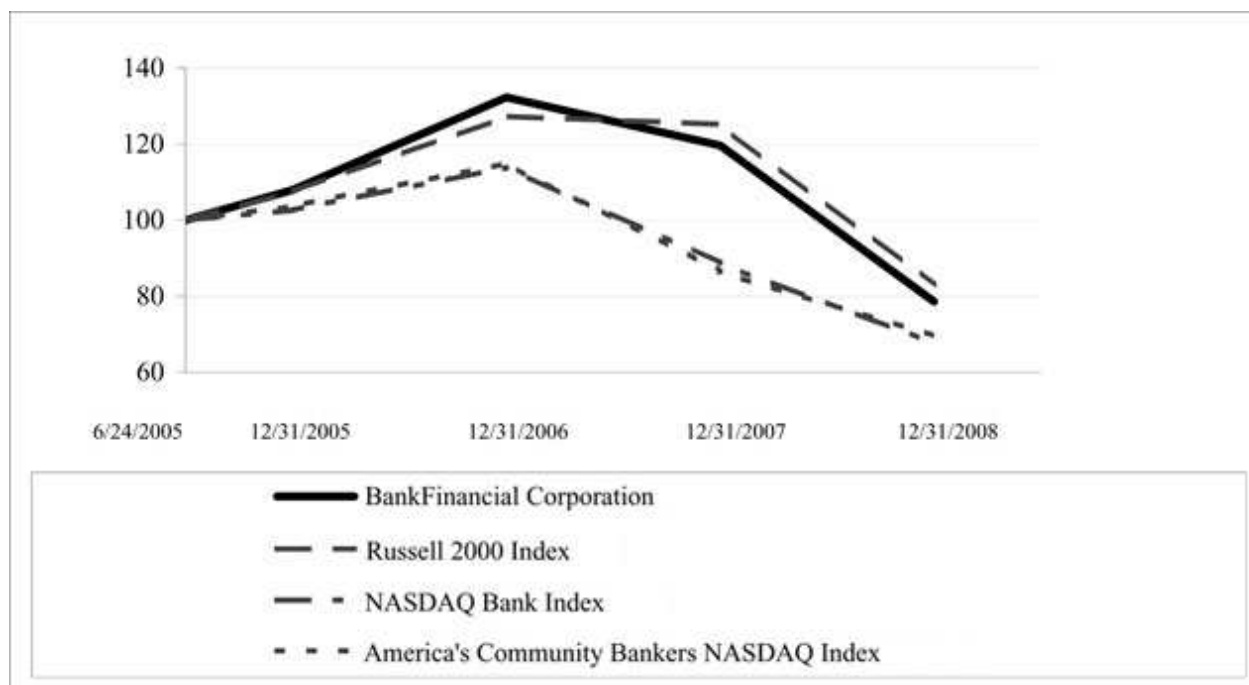
## Stock Performance Graph

*The following Performance Graph and related information shall not be deemed “soliciting material” or to be “filed” with the Securities and Exchange Commission, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or Securities Exchange Act of 1934, each as amended, except to the extent that the Company specifically incorporates it by reference into such filing.*

We completed our mutual-to-stock conversion on June 23, 2005, in connection with which the Company sold an aggregate of 24,466,250 shares of common stock at a price of \$10.00 per share. The Company’s common stock began trading on the Nasdaq Stock Market under the symbol “BFIN” on June 24, 2005, and the per share closing price of one share of the Company’s common stock on that date was \$13.60. The following graph represents \$100 invested in our common stock at the \$13.60 per share closing price on June 24, 2005. The graph illustrates the comparison of the cumulative total returns for the common stock of the Company, the Russell 2000 Index, the NASDAQ Bank Index and the America’s Community Bankers NASDAQ Index for the periods indicated.

There can be no assurance that our stock performance will continue in the future with the same or similar trend depicted in the graph below. We will not make or endorse any predictions as to future stock performance.

## BANKFINANCIAL CORPORATION TOTAL RETURN INDEX SUMMARY



	12/31/2008	12/31/2007	12/31/2006	12/31/2005	6/24/2005
BankFinancial Corporation	78.58	119.65	132.36	107.94	100.00
Russell 2000 Index	82.93	125.24	127.24	107.49	100.00
NASDAQ Bank Index	67.51	88.74	113.88	102.58	100.00
America's Community Bankers NASDAQ Index	69.51	86.43	114.92	103.69	100.00



**ITEM 6. SELECTED FINANCIAL DATA**

The following information is derived from the audited consolidated financial statements of the Company or, prior to June 24, 2005, BankFinancial MHC, Inc. For additional information, reference is made to “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the Consolidated Financial Statements of the Company and related notes included elsewhere in this Annual Report.

	At December 31,				
	2008	2007	2006	2005	2004
	(Dollars in thousands)				
Selected Financial Condition Data:					
Total assets	\$1,554,701	\$1,480,544	\$1,613,298	\$1,614,436	\$1,492,782
Loans, net	1,267,968	1,253,999	1,330,091	1,231,891	1,091,952
Loans held-for-sale	872	173	298	375	5,531
Securities available-for-sale at fair value	124,919	77,049	117,853	248,238	268,093
Goodwill	22,566	22,566	22,579	10,865	10,865
Core deposit intangible	5,985	7,769	9,648	8,248	9,882
Deposits	1,069,855	1,073,650	1,129,585	1,067,874	1,115,696
Borrowings	200,350	96,433	138,148	191,388	264,742
Equity	266,791	291,137	326,015	328,777	94,888
	Years Ended December 31,				
	2008	2007	2006	2005	2004
	(Dollars in thousands, except per share data)				
Selected Operating Data:					
Interest and dividend income	\$ 77,960	\$ 91,953	\$ 94,086	\$ 80,212	\$ 66,738
Interest expense	25,667	38,304	37,489	28,802	23,470
Net interest income	52,293	53,649	56,597	51,410	43,268
Provision (credit) for loan losses	5,092	697	(136)	518	(22)
Net interest income after provision (credit) for loan losses	47,201	52,952	56,733	50,892	43,290
Noninterest income	9,984	9,648	10,509	8,665	8,618
Noninterest expense (1)	88,622	52,482	52,370	44,206	50,715
Income (loss) before income tax expense	(31,437)	10,118	14,872	15,351	1,193
Income tax expense (benefit)	(12,048)	2,963	4,826	4,278	(264)
Net income (loss)	\$ (19,389)	\$ 7,155	\$ 10,046	\$ 11,073	\$ 1,457
Basic earnings (loss) per common share	\$ (0.98)	\$ 0.35	\$ 0.45	\$ 0.29	N.A.
Diluted earnings (loss) per common share	\$ (0.98)	\$ 0.35	\$ 0.45	\$ 0.29	N.A.

N.A. - Not applicable

N.M. - Not meaningful

(footnotes on following page)

	At or For the Years Ended December 31,				
	2008	2007	2006	2005	2004
<b>Selected Financial Ratios and Other Data:</b>					
<b>Performance Ratios:</b>					
Return on assets (ratio of net income (loss) to average total assets)	(1.33)%	0.47%	0.61%	0.70%	0.10%
Return on equity (ratio of net income (loss) to average equity)	(6.84)	2.30	3.02	5.18	1.54
Net interest rate spread (2)	3.35	2.94	2.89	3.04	2.96
Net interest margin (3)	3.88	3.78	3.68	3.44	3.14
Efficiency ratio (4)	142.30	82.91	78.04	73.58	97.74
Noninterest expense to average total assets	6.06	3.42	3.19	2.79	3.46
Average interest-earning assets to average interest-bearing liabilities	127.85	130.95	132.67	120.45	110.49
Dividends declared per share	\$ 0.28	\$ 0.28	\$ 0.18	\$ —	N.A.
Dividend payout ratio	N.M.	90.6%	44.3%	—	N.A.
<b>Asset Quality Ratios:</b>					
Nonperforming assets to total assets	0.94%	0.87%	0.57%	0.36%	0.44%
Nonperforming loans to total loans	1.07	0.95	0.69	0.46	0.59
Allowance for loan losses to nonperforming loans	107.97	91.65	115.13	201.19	168.90
Allowance for loan losses to total loans	1.15	0.87	0.79	0.93	1.00
Net charge-offs (recoveries) to average loans outstanding	0.11	0.02	0.07	0.00	0.09
<b>Capital Ratios:</b>					
Equity to total assets	17.16%	19.66%	20.21%	20.36%	6.36%
Average equity to average assets	19.39	20.32	20.25	13.48	6.45
Tier 1 leverage ratio (bank only)	12.08	13.95	15.05	13.82	7.12
<b>Other Data:</b>					
Number of full service offices	18	18	18	16	16
Employees (full time equivalents)	393	425	438	451	446

- (1) Noninterest expense for the years ended December 31, 2008 and 2004 includes \$35.9 million and \$8.8 million, respectively, of impairment loss on securities available-for-sale.
- (2) The net interest rate spread represents the difference between the yield on average interest-earning assets and the cost of average interest-bearing liabilities for the period.
- (3) The net interest margin represents net interest income divided by average total interest-earning assets for the period.
- (4) The efficiency ratio represents noninterest expense divided by the sum of net interest income and noninterest income.

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**ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

The discussion and analysis that follows focuses on the factors affecting our consolidated financial condition at December 31, 2008 and 2007, and our consolidated results of operations for the years ended December 31, 2008, 2007 and 2006. The consolidated financial statements and related notes and the discussion of our critical accounting policies appearing elsewhere in this Annual Report should be read in conjunction with this discussion and analysis.

**Overview**

**Loans.** Net loans receivable increased \$14.0 million, or 1.1%, to \$1.268 billion at December 31, 2008, from \$1.254 billion at December 31, 2007. The increase in net loans receivable was primarily due to planned growth in commercial leases, multi-family real estate loans and non-residential real estate loans, offset by planned reductions in construction and land loans and one- to four family residential mortgage loans. Commercial leases increased by \$31.0 million, multi-family real estate loans increased by \$13.9 million, and non-residential real estate loans increased by \$16.4 million. Construction and land loans decreased by \$15.0 million, and one- to four-family residential mortgage loans decreased by \$21.5 million. Commercial loans decreased by \$5.7 million primarily due to declines in healthcare loan exposures. Future loan growth could be adversely affected by our unwillingness to compete for loans by relaxing our historical underwriting standards.

**Securities Available for Sale.** Net securities available-for-sale increased \$47.9 million, or 62.1%, to \$124.9 million at December 31, 2008, from \$77.0 million at December 31, 2007. The primary reason for the increase was our purchase of \$103.0 million in securities available-for-sale, offset by \$25.2 million of principal repayments and maturities on securities available-for-sale and a \$35.9 million pre-tax impairment loss that we recorded on our holdings of Freddie Mac preferred stocks after Freddie Mac was placed into conservatorship.

**Deposits.** Deposits decreased \$3.8 million, or 0.4%, to \$1.070 billion at December 31, 2008, from \$1.074 billion at December 31, 2007, due in part to our decision to enhance the composition and reduce the cost of our deposits by diminishing our competitive position for deposits in excess of historical federal deposit insurance limits and reducing interest rates on our highest-balance checking and money market deposit accounts consistent with the overall declines in U.S. interest rates. Total core deposits (savings, money market, noninterest-bearing demand and NOW accounts) decreased as a percentage of total deposits, representing 65.0% of total deposits at December 31, 2008, compared to 71.3% of total deposits at December 31, 2007.

**Borrowings.** Borrowings increased \$103.9 million, or 107.8%, to \$200.4 million at December 31, 2008, from \$96.4 million at December 31, 2007. The increase in borrowings was due in substantial part to an increase in wholesale borrowings to temporarily replace planned reductions in high-balance deposit accounts and to purchase securities.

**Stockholders' Equity.** Total stockholders' equity was \$266.8 million at December 31, 2008, compared to \$291.1 million at December 31, 2007. The decrease in total stockholders' equity was primarily due to the combined impact of our repurchase of 549,700 shares of our common stock for a total cost of \$7.7 million, the declaration and payment of cash dividends totaling \$6.1 million, and the \$19.4 million net loss that we recorded for 2008. These items were partially offset by a \$3.5 million increase in accumulated other comprehensive income, and a \$4.4 million increase in additional paid in capital resulting from the vesting of stock-based compensation and ESOP shares earned. The unallocated shares of common stock that our ESOP owns were reflected as a \$16.1 million reduction to stockholders' equity at December 31, 2008, compared to a \$17.1 million reduction to stockholders' equity at December 31, 2007.

**Net Income (Loss).** We had a net loss of \$19.4 million for the year ended December 31, 2008, compared to net income of \$7.2 million and \$10.0 million in 2007 and 2006, respectively. The net loss was due in substantial part to a \$35.9 million pre-tax impairment loss that we recorded on our holdings of Freddie Mac preferred stocks after Freddie Mac was placed into conservatorship. Our basic loss per common share was \$0.98 for the year ended December 31, 2008, compared to basic earnings per common share of \$0.35 and \$0.45 for the years ended December 31, 2007 and 2006, respectively.

**Net Interest Income.** Net interest income decreased \$1.4 million to \$52.3 million for the year ended December 31, 2008, from \$53.6 million for 2007. The decrease was due in substantial part to an \$11.6 million decrease in interest earned on loans receivable resulting from a \$55.8 million decline in the average loans receivable balance, a 64 basis point decrease in the average yield on loans receivable due to declining market interest rates, Freddie Mac's suspension of dividends on its preferred stocks beginning the third quarter of 2008, and the FHLBC's suspension of dividends on its common stock beginning the fourth quarter of 2007. These decreases were partially offset by an \$11.4 million decrease in interest expense on deposits.

**Provision for Loan Losses.** We recorded a provision for loan losses of \$5.1 million for the year ended December 31, 2008, compared to a provision for loan losses of \$697,000 for 2007 and a credit for loan losses of \$136,000 for 2006. The provision for loan losses reflects a \$1.8 million increase in the general portion of the allowance for loan losses that we establish pursuant to Statement of Financial Accounting Standards ("SFAS") No. 5, *Accounting for Contingencies*, due to deteriorating national and local economic conditions, a \$1.9 million increase in the portion of the allowance for loan losses that we allocate to impaired loans pursuant to SFAS No. 114, *Accounting by Creditors for Impairment of a Loan*, and \$1.4 million in net charge offs.

**Noninterest Income.** Noninterest income totaled \$10.0 million for the year ended December 31, 2008, compared to \$9.6 million for 2007 and \$10.5 million for 2006. Our noninterest income for 2008 included a \$1.4 million pre-tax gain on the sale of shares of Visa, Inc. Class B common stock that we received in connection with Visa, Inc.'s initial public offering, and a \$1.2 million pre-tax gain on additional shares of Visa, Inc. Class B common stock that were allocated to us in the initial public offering and are currently held in a litigation escrow under Visa Inc.'s retrospective responsibility plan. The gain that we recorded on the shares held in litigation escrow represents a reduction of our obligation to indemnify Visa USA under the retrospective responsibility plan.

**Noninterest Expense.** Noninterest expense for the year ended December 31, 2008 was \$88.6 million, compared to \$52.5 million for 2007 and \$52.4 million for 2006. The increase was primarily due to a \$35.9 million pre-tax impairment loss that we recorded on our holdings of Freddie Mac preferred stocks after Freddie Mac was placed into conservatorship, and a \$2.0 million pre-tax loss on the early extinguishment of borrowings that we recorded in connection with the prepayment of a \$25 million FHLBC term advance. Results for 2007 included a \$1.2 million pre-tax charge, which reflected the proportionate share of Visa USA's estimated litigation obligations that was allocated to us under Visa Inc.'s retrospective responsibility plan.

**Income Taxes.** We recorded an income tax benefit of \$12.0 million for the year ended December 31, 2008, compared to income tax expense of \$3.0 million and \$4.8 million for 2007 and 2006, respectively. The income tax benefit was due in substantial part to the impairment loss that we recorded on our holdings of Freddie Mac preferred stocks.

## **Key Strategic Initiatives And Events**

**Stock Repurchase Program.** Our Board of Directors has authorized the repurchase of up to 5,047,423 shares of our common stock. The authorization permits shares to be repurchased in open market or negotiated transactions, and pursuant to any trading plan that may be adopted in accordance with Rule 10b5-1 of the Securities and Exchange Commission. The authorization may be utilized at management's discretion, subject to the limitations set forth in Rule 10b-18 of the Securities and Exchange Commission and other applicable legal requirements, and to price and other internal limitations established by the Board of Directors. The repurchase authorization will expire on May 15, 2009, unless extended by the Board of Directors. As of December 31, 2008, the Company had repurchased 3,604,923 shares of its common stock out of the 5,047,423 shares that have been authorized for repurchase.

**Quarterly Cash Dividends.** Our Board of Directors declared four quarterly cash dividends of \$0.07 per share during 2008. Cash dividends totaling \$6.1 million were paid in 2008. On January 28, 2009, the Board of Directors declared a quarterly cash dividend of \$0.07 per share that is payable on March 6, 2009.

**Equity Incentive Plan.** On June 27, 2006, our stockholders approved the BankFinancial Corporation 2006 Equity Incentive Plan (the “2006 EIP”), which authorized the Human Resources Committee of the Board of Directors to grant a variety of cash-based and equity-based incentive awards, including stock options, stock appreciation rights, restricted stock, performance shares and other incentive awards, to employees and directors aggregating up to 3,425,275 shares of our common stock. The 2006 EIP was established by the Board of Directors to promote the long-term financial success of the Company, to attract, retain and reward persons who can and do contribute to such success, and to further align the participants’ interests with those of our stockholders. The Human Resources Committee has awarded stock options to purchase 2,358,604 shares of our common stock and 833,450 shares of restricted stock to certain employees and directors of the Company pursuant to the 2006 EIP.

### **Economic and Competitive Conditions**

General financial and credit conditions exhibited significant uncertainty and distress as 2008 progressed. In general, however, pricing and underwriting terms and conditions for multifamily and commercial real estate loans and commercial leases became more favorable, especially in the latter half of the year. Pricing for residential and consumer loans improved as well, but market conditions and the Bank’s underwriting standards resulted in comparatively little demand for the Bank’s traditional adjustable-rate residential portfolio assets. Price competition for local deposits, whether low-balance core deposits, certificates of deposits or high-balance, high-yield transaction accounts, steadily increased during the year despite the dramatic changes in U.S. Federal Reserve monetary policy and the U.S. Treasury yield curve. Higher unemployment rates began to negatively affect consumer spending, and these factors could have adverse effects on apartment building and commercial real estate occupancy levels in 2009.

We experienced modest growth in our multifamily loan portfolio, in substantial part due to a careful expansion of our geographic market territory that we began several years ago. Our research and experience indicate that certain markets in the central United States exhibit more favorable pricing and underwriting conditions than those available in the Chicago metropolitan market; accordingly, we have gradually established relationships with market participants in selected metropolitan markets within reasonable travel distance from Chicago. We expect to continue this expansion within the existing markets and in new markets based on our ongoing internal and third-party due diligence results as long as the required pricing and underwriting conditions remain available.

We experienced modest growth in our commercial real estate portfolio, principally due to internal expansion by existing customers as well as a favorable impact from certain competitors’ inability to increase or renew commercial credit exposures. Given economic conditions, however, we do not expect material growth in this portfolio absent a significant favorable shift in competitor behavior in our local Chicago metropolitan market.

Our construction loan portfolio continued to decline due to project sales activity, though the pace of sales activity slowed meaningfully in the second half of 2008. We discouraged any new residential construction loans and we had limited interest in site acquisition loans for future construction. Demand for non-residential construction loans also diminished and we expect the balances in all construction loan categories to decline further in 2009.

We experienced reasonably strong growth in the commercial lease portfolio due principally to continuing demand for technology assets and the impact of credit market disruption on non-bank competitors. In addition, we experienced more limited growth in new commercial loans due to increased marketing and credit facility usage by existing customers, but this growth was offset by continuing declines in selected health-care credit exposures. We will continue to focus on expanding our commercial lending to our commercial lease customers and local businesses to the extent that economic and credit conditions are favorable.

Our overall loan portfolio quality was stable in 2008. The net increase in non-accrual loans and a related increase to loan loss reserves resulted primarily from the death of one residential construction loan borrower and the estate’s inability to maintain debt service on the completed residence, together with the widely-known distressed sale nature of the collateral disposition. In addition, acting on the premise that bankruptcy protection litigation may become necessary, we established a specific loan loss reserve and recorded a charge-off on two health care-related real estate

loans due to ongoing cash flow issues and lien priority issues concerning future accounts receivables, as well as the borrower's inability to consummate pending facility sales transactions. We are generally comfortable with the quality of our loan portfolio exposures for 2009 subject to the foregoing concerns on general economic conditions.

As we expected, pursuant to our model, our general loan loss reserves continued to increase materially due to the changes in national and local economic risk factors. We continue to believe that adherence to our historical loan underwriting standards remains appropriate, though our credit analyses incorporate somewhat more pessimistic assumptions given the negative trends in these risk factors.

Deposits declined slightly in 2008, as modest growth in our deposit balances under \$250,000 (the new FDIC insurance limit) was offset by declines in high-yielding transaction accounts with balances in excess of \$250,000. Our customer retention efforts for balances under \$250,000 were successful, though the migration rate from lower-yielding accounts accelerated compared to 2007. Given the material uncertainties regarding institutional liquidity and funding pressures, we expect that price competition for deposits from all sources will exhibit considerable volatility in 2009.

Our net interest margin and net interest spread were relatively stable during the year. Nonetheless, we believe that such behavior may not necessarily continue because of further reductions in our construction and healthcare loan portfolios and continued deposit-pricing pressures. These factors could be offset by a favorable interest rate environment and continued favorable commercial credit spreads on multifamily real estate loans and commercial leases.

Non-interest income increased slightly in 2008 due to one-time gains on securities and VISA stock. Deposit fees continued a gradual decline as customers minimize their transaction costs. Wealth Management performed consistent with our original expectations for 2008 despite the adverse investment climate. We expect that income from gains on sales of fixed-rate loans and the related loan servicing rights could increase in 2009, but any increase will likely be at least partially offset by accelerated amortization of our portfolio of loan servicing rights. In general, we expect most categories of other recurring income will remain constant or experience only slight growth. Income from Bank Owned Life Insurance ("BOLI") was stable in 2008, but we expect to take all necessary measures in 2009 to continue to preserve the original amount invested in BOLI and the downside protections afforded by the policy's stable value contract, including a potential surrender of the BOLI policy, and will accept such volatility to BOLI earnings as may result from these actions.

Non-interest expense increased significantly due to a \$36 million impairment loss on Freddie Mac preferred stocks and a \$2 million expense relating to the prepayment of a \$25 million Federal Home Loan Bank term advance. Excluding these items, non-interest expense remained well contained as we continued our focus on improving efficiency through operational reviews and technology deployments. We expect expenses related to multi-state loan and lease originations, deposit marketing and technology to increase, but we also expect significant partial expense offsets arising from the completion of our operational reviews in departments with recently completed technology deployments. We also expect a material increase in FDIC insurance assessments due to recent and anticipated significant increases in deposit insurance premium rates.

### **Critical Accounting Policies**

Critical accounting policies are defined as those that are reflective of significant judgments and uncertainties, and could potentially result in materially different results under different assumptions and conditions. We believe that the most critical accounting policies upon which our financial condition and results of operation depend, and which involve the most complex subjective decisions or assessments, are as follows:

**Investment Securities.** The classification and accounting for investment securities are discussed in detail in Note 1 of the Consolidated Financial Statements presented elsewhere herein. Under SFAS No. 115, *Accounting for Certain Investments in Debt and Equity Securities*, investment securities must be classified as held-to-maturity, available-for-sale, or trading. The appropriate classification is based partially on our ability to hold the securities to maturity and largely on management's intentions with respect to either holding or selling the securities. The classification of investment securities is significant since it directly impacts the accounting for unrealized gains and losses on

securities. Unrealized gains and losses on available-for-sale securities are recorded as a separate component of stockholders' equity (accumulated other comprehensive income or loss) and do not affect earnings until realized. The fair values of our investment securities are generally determined by reference to quoted market prices and reliable independent sources. We evaluate marketable investment securities with significant declines in fair value as required to determine whether they should be considered other-than-temporarily impaired. Impairment losses must be recognized in current earnings rather than in other comprehensive income (loss). Investment securities are discussed in more detail in Note 4 to the Consolidated Financial Statements presented elsewhere herein.

**Allowance for Loan Losses.** Arriving at an appropriate level of allowance for loan losses involves a high degree of judgment. Our allowance for loan losses provides for probable incurred losses based upon evaluations of known and inherent risks in the loan portfolio. We review the level of the allowance on a quarterly basis and establish the provision for loan losses based upon historical loan loss experience, the nature and volume of the loan portfolio, information about specific borrower situations, estimated collateral values, economic conditions and other factors to assess the adequacy of the allowance for loan losses. Among the material estimates that we must make to establish the allowance are: loss exposure at default; the amount and timing of future cash flows on affected loans; value of collateral; and determination of loss factors to be applied to the various elements of the portfolio. All of these estimates are susceptible to significant change. Although we believe that we use the best information available to us to establish the allowance for loan losses, future adjustments to the allowance may be necessary if borrower financial, collateral valuation or economic conditions differ substantially from the information and assumptions used in making the evaluation. In addition, as an integral part of their examination process, our regulatory agencies periodically review the allowance for loan losses. These agencies may require us to recognize additions to the allowance based on their judgments of information available to them at the time of their examination. A large loss could deplete the allowance and require increased provisions to replenish the allowance, which would negatively affect earnings.

**Intangible Assets.** Acquisitions accounted for under purchase accounting must follow SFAS No. 141, *Business Combinations*, and SFAS No. 142, *Goodwill and Other Intangible Assets*. SFAS No. 141 requires us to record as assets on our financial statements both goodwill, an intangible asset which is equal to the excess of the purchase price which we pay for another company over the estimated fair value of the net assets acquired, and identifiable intangible assets such as core deposit intangibles and non-compete agreements. Under SFAS No. 142, we evaluate goodwill at least annually, or when business conditions suggest an impairment may have occurred and we will reduce its carrying value through a charge to earnings if impairment exists. Core deposit and other identifiable intangible assets are amortized to expense over their estimated useful lives and are reviewed for impairment at least annually, or whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. The valuation techniques used by us to determine the carrying value of tangible and intangible assets acquired in acquisitions and the estimated lives of identifiable intangible assets involve estimates for discount rates, projected future cash flows and time period calculations, all of which are susceptible to change based on changes in economic conditions and other factors. Future events or changes in the estimates that we used to determine the carrying value of our goodwill and identifiable intangible assets or which otherwise adversely affect their value or estimated lives could have a material adverse impact on our results of operations. As of December 31, 2008, our intangible assets consisted of goodwill of \$22.6 million and core deposit intangibles of \$6.0 million.

**Mortgage Servicing Rights.** Mortgage servicing rights represent the present value of the future servicing fees from the right to service loans in our loan servicing portfolio. Mortgage servicing rights are recognized as assets for the allocation value of retained servicing rights on loans sold. The most critical accounting policy associated with mortgage servicing is the methodology used to determine the fair value of capitalized mortgage servicing rights, which requires a number of estimates, the most critical of which is the mortgage loan prepayment speed assumption. The mortgage loan prepayment speed assumption is significantly affected by interest rates. In general, during periods of falling interest rates, mortgage loans prepay faster and the value of our mortgage servicing assets declines. Conversely, during periods of rising rates, the value of mortgage servicing rights generally increases due to slower rates of prepayments. The amount and timing of mortgage servicing rights amortization is adjusted monthly based on actual results. In addition, on a quarterly basis, we perform a valuation review of mortgage servicing rights for potential declines in value. This quarterly valuation review entails applying current assumptions to the portfolio classified by interest rates and, secondarily, by geographic and prepayment characteristics. Based on the significance of any changes in assumptions since the preceding appraisal, this valuation may include an independent appraisal of the fair value of our servicing portfolio.

**Income Taxes.** We consider accounting for income taxes a critical accounting policy due to the subjective nature of certain estimates that are involved in the calculation. We use the asset/liability method of accounting for income taxes in which deferred tax assets and liabilities are established for the temporary differences between the financial reporting basis and the tax basis of our assets and liabilities. We must assess the realization of the deferred tax asset and, to the extent that we believe that recovery is not likely, a valuation allowance is established. Adjustments to increase or decrease the valuation allowance are charged or credited, respectively, to income tax expense. No valuation allowances were required at December 31, 2008. Although we have determined a valuation allowance is not required for any deferred tax assets at December 31, 2008, there is no guarantee that a valuation allowance will not be required in the future.

## **Comparison of Financial Condition at December 31, 2008 and December 31, 2007**

### **Balance Sheet**

Total assets increased \$74.2 million, or 5.0%, to \$1.555 billion at December 31, 2008, from \$1.481 billion at December 31, 2007. The principal reasons for the increase in total assets were increases in securities available for sale and loans receivable.

Our loan portfolio consists primarily of investment and business loans (multi-family, nonresidential real estate, commercial, construction and land loans, and commercial leases), which together make up approximately 74.2% of gross loans. Net loans receivable increased \$14.0 million, or 1.1%, to \$1.268 billion at December 31, 2008, from \$1.254 billion at December 31, 2007. The increase in net loans receivable was primarily due to planned growth in commercial leases, multi-family real estate loans and non-residential real estate loans, offset by planned reductions in construction and land loans and one- to four family residential mortgage loans. Commercial leases increased by \$31.0 million, multi-family real estate loans increased by \$13.9 million, and non-residential real estate loans increased by \$16.4 million. Construction and land loans decreased by \$15.0 million, and one- to four-family residential mortgage loans decreased by \$21.5 million. Commercial loans decreased by \$5.7 million primarily due to declines in healthcare loan exposures. Future loan growth could be adversely affected by our unwillingness to compete for loans by relaxing our historical underwriting standards.

Our allowance for loan losses increased by \$3.7 million, from \$11.1 million at December 31, 2007 to \$14.7 million at December 31, 2008, due principally to a \$1.9 million increase in the portion of the allowance for loan losses that we allocate to impaired loans pursuant to SFAS No. 114, *Accounting by Creditors for Impairment of a Loan*, and a \$1.8 million net increase in the general loan loss reserves that we establish pursuant to SFAS No. 5, *Accounting for Contingencies*, based on adverse changes to the national and local economic data that we use in our model for determining the proper level of general reserves. As of December 31, 2008, the specific reserves that we allocated to impaired loans pursuant to SFAS No. 114, totaled \$2.7 million. The increase in the portion of the allowance for loan losses that we allocate to impaired loans resulted primarily from the death of one residential construction loan borrower, the estate's inability to maintain debt service on the completed residence, and the widely known distressed sale nature of the collateral disposition. In addition, acting on the premise that the borrower may need to seek bankruptcy protection, we established a specific loan loss reserve and recorded a charge-off on two healthcare-related real estate loans to a healthcare provider and its affiliated entities due to ongoing cash flow and receivables lien priority issues, as well as the borrower's inability to consummate pending facility sales transactions.

Net securities available-for-sale increased by \$47.9 million, or 62.1%, to \$124.9 million at December 31, 2008, from \$77.0 million at December 31, 2007. The increase was primarily due to the purchase of \$103.0 million in securities available-for-sale, offset by principal repayments on and maturities of \$25.2 million in securities available-for-sale, and a \$35.9 million pre-tax impairment loss that we recorded on our holdings of Freddie Mac preferred stocks following certain actions that were announced by the United States Department of the Treasury ("UST") and the FHFA on September 7, 2008, including the placing of Freddie Mac into conservatorship, the issuance of new shares of Freddie Mac preferred stock to the UST that are senior to all previously issued shares, and the suspension of dividends on all previously issued shares.

Cash and cash equivalents increased by \$381,000 to \$29.3 million at December 31, 2008, compared to \$28.9 million at December 31, 2007. Other assets increased by \$12.7 million, or 95.8%, to \$26.0 million at December 31, 2008, from \$13.3 million at December 31, 2007, principally due to an increase in deferred tax assets relating to the impairment charge that we recorded on our Freddie Mac preferred stocks.



Deposits decreased \$3.8 million, or 0.4%, to \$1.070 billion at December 31, 2008, from \$1.074 billion at December 31, 2007, due in part to our decision to enhance the composition and reduce the cost of our deposits by diminishing our competitive position for deposits in excess of historical federal deposit insurance limits and reducing interest rates on our highest-balance checking and money market deposit accounts consistent with the overall declines in U.S. interest rates. Total core deposits (savings, money market, noninterest-bearing demand and NOW accounts) decreased as a percentage of total deposits, representing 65.0% of total deposits at December 31, 2008, compared to 71.3% of total deposits at December 31, 2007.

Borrowings increased \$103.9 million, or 107.8%, to \$200.4 million at December 31, 2008, from \$96.4 million at December 31, 2007. The increase in borrowings was due in substantial part to an increase in wholesale borrowings to temporarily replace planned reductions in high-balance deposit accounts and to purchase securities. Additionally, fixed-rate advances due within one year increased by \$85.0 million to \$95.0 million at December 31, 2008.

Total stockholders' equity was \$266.8 million at December 31, 2008, compared to \$291.1 million at December 31, 2007. The decrease in total stockholders' equity was primarily due to the combined impact of our repurchase of 549,700 shares of our common stock for a total cost of \$7.7 million, the declaration and payment of cash dividends totaling \$6.1 million, and the \$19.4 million net loss that we recorded for 2008. These items were partially offset by a \$3.5 million increase in accumulated other comprehensive income, and a \$4.4 million increase in additional paid in capital resulting from the vesting of stock-based compensation and ESOP shares earned. The unallocated shares of common stock that our ESOP owns were reflected as a \$16.1 million reduction to stockholders' equity at December 31, 2008, compared to a \$17.1 million reduction to stockholders' equity at December 31, 2007.

### **Loan Portfolio**

We originate multi-family mortgage loans, nonresidential real estate loans, commercial loans, commercial leases, and construction and land loans. In addition, we originate one- to four-family residential mortgage loans and consumer loans, and purchase and sell loan participations from time to time. The following briefly describes our principal loan products.

**Multi-family Mortgage Loans.** Loans secured by multi-family mortgage loans totaled approximately \$305.3 million, or 23.8%, of our total loan portfolio, at December 31, 2008. At December 31, 2008, \$52.1 million of our multi-family loan portfolio was on loans outside of Illinois, this represents 17.0% of our multi-family portfolio and 4.1% of our total loan portfolio. Multi-family mortgage loans generally are secured by multi-family rental properties such as apartment buildings, including subsidized apartment units. The majority of our multi-family mortgage loans have adjustable interest rates following an initial fixed-rate period, typically between three and five years.

**Nonresidential Real Estate Loans.** Loans secured by nonresidential real estate totaled \$342.3 million, or 26.7%, of our total loan portfolio, at December 31, 2008. We emphasize nonresidential real estate loans with initial principal balances between \$1.0 million and \$5.0 million. The nonresidential real estate properties securing these loans are predominantly office buildings, light industrial buildings, shopping centers and mixed-use developments, and to a lesser extent, more specialized properties such as nursing homes and other healthcare facilities. Substantially all of our nonresidential real estate loans are secured by properties located in our primary market area. Our nonresidential real estate loans are typically written as three- or five-year adjustable-rate mortgage loans or mortgage loans with balloon maturities of three or five years. Amortization of these loans is typically based on 20- to 25-year payout schedules. We also originate some 15-year fixed-rate, fully amortizing loans.

**Commercial Loans.** Commercial loans totaled \$77.6 million, or 6.1%, of our total loan portfolio, at December 31, 2008. This total includes unsecured commercial loans with an aggregate outstanding balance of \$9.4 million. We generally make commercial loans to customers in our primary market area to finance equipment acquisition, expansion, working capital and other general business purposes. The terms of these loans generally range from less than one year to five years. The loans either are negotiated on a fixed-rate basis, or carry adjustable interest rates indexed to a lending rate that is determined internally or based on a short-term market rate index.

**Commercial Leases.** Commercial leases totaled \$175.8 million, or 13.7%, of our total loan portfolio, at December 31, 2008. Our commercial leases are secured primarily by technology equipment, material handling equipment, and other capital equipment through an assignment of the lease and the grant of a security interest in the leased equipment. Leases generally are non-recourse to the leasing company. Consequently, we underwrite leases by examining the creditworthiness of the lessee rather than the lessor. The lessee generally agrees to send the lease payments directly to us. As of December 31, 2008, 60.8% of our commercial lease portfolio involved lessees with investment-grade rated public debt, 34.0% involved publicly-traded lessees with no public debt and thus no public debt rating, and 5.2% involved privately-held lessees or lessees with a below investment-grade public debt rating. Ratings are determined by Moody's, Standard & Poors, Fitch, AM Best's or an equivalent rating firm. Commercial leases typically have a maximum maturity of seven years and we limit our maximum outstanding credit exposure to \$10.0 million to any single entity. Leases to companies with no public debt ratings generally involve companies with a net worth in excess of \$25.0 million and typically have a maximum maturity of five years.

**Construction and Land Loans.** Construction and land loans totaled \$49.5 million, or 3.9%, of our total loan portfolio at December 31, 2008. These loans generally consist of land acquisition loans to help finance the purchase of land intended for further development, including single-family homes, multi-family housing and commercial income property, development loans to builders in our market area to finance improvements to real estate, consisting mostly of single-family subdivisions, typically to finance the cost of utilities, roads, sewers and other development costs. Builders generally rely on the sale of single-family homes to repay development loans, although in some cases the improved building lots may be sold to another builder, often in conjunction with development loans. In general, the maximum loan-to-value ratio for raw land acquisition loan is 65% of the appraised value of the property, and the maximum term of these loans is two years. The maximum amount loaned on a development loan is generally limited to the cost of the land and public improvements, and advances are made in accordance with a schedule reflecting the cost of the improvements. Advances are generally limited to 90% of actual construction costs and, as required by applicable regulations, a 75% loan to completed appraised value ratio. We have discouraged new residential construction lending for the past several years and have had only limited interest in site acquisition loans for future construction.

**One- to Four-Family Residential Mortgage Lending.** Conforming and non-conforming fixed-rate and adjustable-rate residential mortgage loans totaled \$323.7 million, or 25.3%, of our total loan portfolio at December 31, 2008, including home equity loans and lines of credit totaling \$16.1 million, or 1.3%, of our total loan portfolio, and \$78.0 million, or 6.1%, of our total loan portfolio, respectively. We generally originate both fixed- and adjustable-rate loans in amounts up to the maximum conforming loan limits as established by Fannie Mae, which is currently \$417,000 for single-family homes. Private mortgage insurance is required for first mortgage loans with loan-to-value ratios in excess of 80%. At December 31, 2008, our adjustable-rate residential mortgage loan portfolio totaled \$138.0 million, and included \$48.1 million in loans that reprice once a year and \$89.9 million in loans that reprice periodically after an initial fixed-rate period of three years or more. In addition to traditional one- to four-family residential mortgage loans, we offer home equity loans and home equity lines of credit that are secured by the borrower's primary residence.

We also originate loans above conforming limits, referred to as "jumbo loans," that are underwritten to the credit standards of Fannie Mae given the demand for these loans in the Chicago metropolitan area. We also originate loans that do not fully meet the credit standards of Fannie Mae if they are deemed to be acceptable risks given their favorable compensating risk factors. In general, we do not originate or purchase loans with underwriting characteristics that, taken together, are materially lower than the credit standards of Fannie Mae, and as part of the underwriting process, consider the availability of purchasers for jumbo and other nonconforming loans.

**Loan Portfolio Composition.** The following table sets forth the composition of our loan portfolio, excluding loans held for sale, by type of loan at the dates indicated.

	At December 31,									
	2008		2007		2006		2005		2004	
	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
(Dollars in thousands)										
One- to four-family residential	\$ 323,713	25.27%	\$ 345,245	27.33%	\$ 397,545	29.71%	\$ 404,196	32.63%	\$ 362,701	32.97%
Multi-family mortgage	305,318	23.84	291,395	23.07	297,131	22.20	280,238	22.62	241,713	21.97
Nonresidential real estate	342,276	26.72	325,885	25.80	320,729	23.97	275,418	22.23	277,380	25.22
Construction and land	49,511	3.87	64,483	5.10	85,222	6.37	80,705	6.52	59,369	5.40
Commercial loans	77,559	6.05	83,233	6.59	89,346	6.68	68,988	5.58	63,727	5.79
Commercial leases	175,804	13.72	144,841	11.47	139,164	10.40	121,898	9.84	86,362	7.85
Consumer	2,655	0.21	3,506	0.28	4,045	0.30	2,022	0.16	2,755	0.25
Other (1)	4,120	0.32	4,544	0.36	4,959	0.37	5,219	0.42	6,044	0.55
Total loans	1,280,956	<u>100.00%</u>	1,263,132	<u>100.00%</u>	1,338,141	<u>100.00%</u>	1,238,684	<u>100.00%</u>	1,100,051	<u>100.00%</u>
Loans in process	(154)		(168)		148		2,180		824	
Net deferred loan origination costs	1,912		2,086		2,424		2,541		2,096	
Allowance for loan losses	<u>(14,746)</u>		<u>(11,051)</u>		<u>(10,622)</u>		<u>(11,514)</u>		<u>(11,019)</u>	
Total loans, net	<u>\$1,267,968</u>		<u>\$1,253,999</u>		<u>\$1,330,091</u>		<u>\$1,231,891</u>		<u>\$1,091,952</u>	

(1) Includes municipal loans.

## Loan Portfolio Maturities

The following table summarizes the scheduled repayments of our loan portfolio at December 31, 2008. Demand loans, loans having no stated repayment schedule or maturity and overdraft loans are reported as being due in one year or less.

	<u>Within One Year</u>	<u>One Year Through Five Years</u>	<u>Beyond Five Years</u>	<u>Total</u>
(Dollars in thousands)				
Scheduled Repayments of Loans:				
One- to four-family residential	\$ 31,613	\$ 59,241	\$232,859	\$ 323,713
Multi-family mortgage	29,003	110,382	165,933	305,318
Nonresidential real estate	110,219	216,654	15,403	342,276
Construction and land	47,856	1,655	—	49,511
Commercial loans, leases and other	149,062	105,329	3,092	257,483
Consumer	1,104	1,054	497	2,655
Total loans	<u>\$368,857</u>	<u>\$494,315</u>	<u>\$417,784</u>	<u>\$1,280,956</u>
				<u>Total</u>
Loans maturing after one year:				
Predetermined (fixed) interest rates				\$ 493,143
Adjustable interest rates				<u>418,956</u>
Total loans				<u>\$ 912,099</u>

## Nonperforming Loans and Assets

We review loans on a regular basis, and generally place loans on nonaccrual status when either principal or interest is 90 days or more past due. In addition, we place loans on nonaccrual status when we believe that there is sufficient reason to question the borrower's ability to continue to meet contractual principal or interest payment obligations. Interest accrued and unpaid at the time a loan is placed on nonaccrual status is reversed from interest income. Interest payments received on nonaccrual loans are recognized in accordance with our significant accounting policies. We may have loans classified as 90 days or more delinquent and still accruing. Generally, we do not utilize this category of loan classification unless: (1) the loan is repaid in full shortly after the period end date; (2) the loan is well secured and there are no asserted or pending legal barriers to its collection or; (3) the borrower has remitted all scheduled payments and is otherwise in substantial compliance with the terms of the loan, but the processing of loan payments actually received or the renewal of the loan has not occurred for administrative reasons. At December 31, 2008, we had one loan in this category, compared to none in 2007. The loan is a \$2.7 million multifamily loan secured by an apartment building located in a northern suburb of Chicago. The borrower made a payment in January 2009 that was scheduled for December 2008, and is currently expected to continue making scheduled payments. It is possible that this loan will be placed on non-accrual status at a future date depending on the borrower's responsiveness to our requirements and collection efforts. For comparative purposes, this loan was on non-accrual status at December 31, 2007.

At December 31, 2008, we had nonaccrual loans of \$13.7 million, an increase of \$1.6 million from December 31, 2007. Increases in nonaccrual loans occurred in construction loans (\$4.2 million), non-residential real estate loans (\$138,000), and one-to-four family loans (\$9,000). Decreases in non-accrual loans occurred in multi-family loans (\$2.1 million), commercial loans (\$610,000) and commercial leases (\$7,000). At December 31, 2008, no accrued interest on nonaccrual loans had been recognized.

The increase in nonaccrual loans was primarily due to our placing on non-accrual status a total credit relationship of \$3.7 million that is secured by a completed single-family residence and a parcel of vacant land zoned for commercial development, both of which are located in the northern suburbs of Chicago. We placed the loan on non-accrual status due to the death of the borrower and the inability of the borrower's estate to continue debt service payments. The completed residence is currently under a contract for sale and the sale is scheduled to close by the end of first quarter of 2009; the proceeds of the sale are expected to substantially reduce the net credit exposure. However, there can be no assurance that the closing of the sale will in fact occur.

Real estate acquired through foreclosure or deed in lieu of foreclosure is classified as real estate owned ("REO") until it is sold. When real estate is acquired through foreclosure or by deed in lieu of foreclosure, it is recorded at its fair value, less the estimated costs of disposal. If the fair value of the property is less than the loan balance, the difference is charged against the allowance for loan losses. At December 31, 2008, we had REO consisting of three one- to four- family residential properties with a fair value of \$588,000, one multi-family property with a fair value of \$133,000, and one land parcel with a fair value of \$234,000. The following table below sets forth the amounts and categories of our nonperforming loans and nonperforming assets at the dates indicated.

	At December 31,				
	2008	2007	2006	2005	2004
	(Dollars in thousands)				
Nonaccrual loans:					
One- to four-family residential	\$ 2,205	\$ 2,196	\$2,212	\$1,484	\$1,725
Multi-family mortgage	2,101	4,186	1,165	477	1,226
Nonresidential real estate	2,961	2,823	4,378	2,464	2,093
Construction and land	5,145	988	—	—	—
Commercial loans	1,141	1,751	1,419	1,159	1,259
Commercial leases	105	112	47	139	221
Consumer	—	2	5	—	—
Total nonperforming loans	13,658	12,058	9,226	5,723	6,524
Real estate owned:					
One- to four-family residential	588	252	—	153	—
Multi-family mortgage	133	—	—	—	—
Nonresidential real estate	—	568	—	—	—
Construction and land	234	—	—	—	—
Consumer	—	—	—	—	—
Total real estate owned	955	820	—	153	—
Total nonperforming assets	\$14,613	\$12,878	\$9,226	\$5,876	\$6,524
Ratios:					
Nonperforming loans to total loans	1.07%	0.95%	0.69%	0.46%	0.59%
Nonperforming assets to total assets	0.94	0.87	0.57	0.36	0.44

### Risk Classification of Assets

Our policies, consistent with regulatory guidelines, provide for the classification of loans and other assets that are considered to be of lesser quality as substandard, doubtful, or loss assets. An asset is considered substandard if it is inadequately protected by the current net worth and paying capacity of the obligor or the collateral pledged, if any. Substandard assets include those characterized by the distinct possibility that we will sustain some loss if the deficiencies are not corrected. Assets classified as doubtful have all of the weaknesses inherent in assets classified as substandard with the added characteristic that the weaknesses present also make collection or liquidation in full, on the basis of currently existing facts, conditions and values, highly questionable and improbable. Assets classified as loss are those considered uncollectible and of such little value that their continuance as assets is not warranted.

Based on a review of our assets at December 31, 2008, classified assets consisted of substandard assets of \$27.0 million and doubtful assets of \$1.5 million, and we had no loans classified as loss assets. Classified assets included \$10.8 million of nonperforming loans, and substandard assets included \$4.2 million of loans to healthcare providers. As of December 31, 2008, we recorded a charge-off of \$605,000 and established a specific reserve of \$714,000 on a total credit exposure of \$4.2 million to a healthcare provider and its affiliated entities, acting on the premise that the

borrower may need to seek bankruptcy protection due to ongoing cash flow issues and lien priority issues concerning future accounts receivables, as well as our concerns about the borrower's ability to consummate a pending sale of the facilities. As of December 31, 2008, we had \$30.9 million of assets designated as special mention, which included \$9.8 million of loans to healthcare providers.

### **Allowance for Loan Losses**

We establish provisions for loan losses, which are charged to operations in order to maintain the allowance for loan losses at a level we consider necessary to absorb probable incurred credit losses in the loan portfolio. In determining the level of the allowance for loan losses, we consider past and current loss experience, evaluations of real estate collateral, current economic conditions, volume and type of lending, adverse situations that may affect a borrower's ability to repay a loan and the levels of nonperforming and other classified loans. The amount of the allowance is based on estimates and the ultimate losses may vary from such estimates as more information becomes available or later events change. We assess the allowance for loan losses on a quarterly basis and make provisions for loan losses in order to maintain the allowance.

We provide for loan losses based on the allowance method. Accordingly, all loan losses are charged to the related allowance and all recoveries are credited to it. Additions to the allowance for loan losses are provided by charges to income based on various factors that, in our judgment, deserve current recognition in estimating probable incurred losses. We regularly review the loan portfolio and make provisions for loan losses in order to maintain the allowance for loan losses in accordance with accounting principles generally accepted in the United States of America. The allowance for loan losses consists of two components:

- specific allowances established for any impaired multi-family mortgage, nonresidential real estate, construction and land, commercial, and commercial lease loans for which the recorded investment in the loan exceeds the measured value of the loan; and
- general allowances for loan losses for each loan type based on historical loan loss experience; and adjustments to historical loss experience (general allowances), maintained to cover uncertainties that affect our estimate of probable incurred losses for each loan type.

The adjustments to historical loss experience are based on our evaluation of several factors, including levels of, and trends in, past due and classified loans; levels of, and trends in, charge-offs and recoveries; trends in volume and terms of loans, including any credit concentrations in the loan portfolio; experience, ability, and depth of lending management and other relevant staff; and national and local economic trends and conditions.

We evaluate the allowance for loan losses based upon the combined total of the specific and general components. Generally, when the loan portfolio increases, absent other factors, the allowance for loan loss methodology results in a higher dollar amount of estimated probable incurred losses than would be the case without the increase. Conversely, when the loan portfolio decreases, absent other factors, the allowance for loan loss methodology generally results in a lower dollar amount of estimated probable losses than would be the case without the decrease.

We regularly review our loan portfolio to determine whether any loans require classification in accordance with applicable regulations. When we classify loans as either substandard or doubtful, we review the collateral and future cash flow projections to determine if a specific reserve is necessary. The allowance for loan losses represents amounts that have been established to recognize incurred losses in the loan portfolio that are both probable and reasonably estimable at the date of the financial statements. When we classify problem loans as loss, we charge-off such amount. While we use the best information available to make evaluations, future adjustments to the allowance may be necessary if conditions differ substantially from the information used in making the evaluations. Our determination as to the risk classification of our loans and the amount of our loss allowances are subject to review by our regulatory agencies, which can require that we establish additional loss allowances.

The following table sets forth activity in our allowance for loan losses for the years indicated.

	At or For the Years Ended December 31,				
	2008	2007	2006	2005	2004
	(Dollars in thousands)				
Balance at beginning of year	\$11,051	\$10,622	\$11,514	\$11,019	\$12,034
Charge-offs:					
One- to four-family residential	(248)	(10)	—	—	—
Multi-family mortgage	(169)	—	—	—	—
Nonresidential real estate	(605)	—	—	—	(1,127)
Construction and land	(115)	—	—	—	—
Commercial loans	(130)	(237)	(946)	(49)	(218)
Commercial leases	—	—	—	—	—
Consumer	(146)	(58)	(26)	(66)	(48)
Total charge-offs	(1,413)	(305)	(972)	(115)	(1,393)
Recoveries:					
One- to four-family residential	1	—	—	—	68
Multi-family mortgage	—	—	—	—	—
Nonresidential real estate	4	—	—	—	—
Construction and land	—	—	—	—	—
Commercial loans	1	14	—	88	311
Commercial leases	—	—	—	—	—
Consumer	10	23	4	4	21
Total recoveries	16	37	4	92	400
Net charge-offs	(1,397)	(268)	(968)	(23)	(993)
Allowance of acquired bank	—	—	212	—	—
Provision (credit) for loan losses	5,092	697	(136)	518	(22)
Balance at end of year	<u>\$14,746</u>	<u>\$11,051</u>	<u>\$10,622</u>	<u>\$11,514</u>	<u>\$11,019</u>
Ratios:					
Net charge-offs to average loans outstanding	0.11%	0.02%	0.07%	0.00%	0.09%
Allowance for loan losses to nonperforming loans	107.97	91.65	115.13	201.19	168.90
Allowance for loan losses to total loans	0.94	0.87	0.79	0.93	1.00

### Net Charge-offs and Recoveries

Net charge-offs and total charge-offs were each \$1.4 million for the year ended December 31, 2008, compared to \$268,000 and \$305,000, respectively for the year ended December 31, 2007. Total recoveries were \$16,000 in 2008, compared to \$37,000 in 2007.

The increase in charge-offs in 2008 resulted primarily from a \$605,000 charge-off on a total credit exposure of \$4.2 million to a healthcare provider and its affiliated entities, charge-offs totaling \$248,000 on four loans to one-to-four family residential borrowers, a \$169,000 charge-off on a loan to a multifamily borrower, and charge-offs totaling \$130,000 on three loans to small business borrowers.

We recorded a provision for loan losses of \$5.1 million in 2008, compared to \$697,000 in 2007 and a credit to the allowance for loan losses of \$136,000 in 2006.

## Allocation of Allowance for Loan Losses

The following table sets forth our allowance for loan losses allocated by loan category. The allowance for loan losses allocated to each category is not necessarily indicative of future losses in any particular category and does not restrict the use of the allowance to absorb losses in other categories.

	At December 31,								
	2008			2007			2006		
	Allowance	Loan Balances by Category	Percent of Loans	Allowance	Loan Balances by Category	Percent of Loans	Allowance	Loan Balances by Category	Percent of Loans
			in Each Category to Total Loans			in Each Category to Total Loans			in Each Category to Total Loans
	for Loan Losses			for Loan Losses			for Loan Losses		
	(Dollars in thousands)								
One- to four-family residential	\$ 2,040	\$ 323,713	25.27%	\$ 1,823	\$ 345,245	27.33%	\$ 1,855	\$ 397,545	29.71%
Multi-family mortgage	2,370	305,318	23.84	2,206	291,395	23.07	1,908	297,131	22.20
Nonresidential real estate	4,659	342,276	26.72	3,055	325,885	25.80	2,846	320,729	23.97
Construction and land	1,899	49,511	3.87	937	64,483	5.10	1,120	85,222	6.37
Commercial loans	1,979	77,559	6.05	1,726	83,233	6.59	1,667	89,346	6.68
Commercial leases	1,668	175,804	13.72	1,174	144,841	11.47	1,112	139,164	10.40
Consumer	52	2,655	0.21	45	3,506	0.28	40	4,045	0.30
Other (1)	79	4,120	0.32	85	4,544	0.36	74	4,959	0.37
Total	<u>\$ 14,746</u>	<u>\$1,280,956</u>	<u>100.00%</u>	<u>\$ 11,051</u>	<u>\$1,263,132</u>	<u>100.00%</u>	<u>\$ 10,622</u>	<u>\$1,338,141</u>	<u>100.00%</u>

	At December 31,					
	2005			2004		
	Allowance	Loan Balances by Category	Percent of Loans	Allowance	Loan Balances by Category	Percent of Loans
			in Each Category to Total Loans			in Each Category to Total Loans
	for Loan Losses			for Loan Losses		
	(Dollars in thousands)					
One- to four-family residential	\$ 1,418	\$ 404,196	32.63%	\$ 1,289	\$ 362,701	32.97%
Multi-family mortgage	2,102	280,238	22.62	1,950	241,713	21.97
Nonresidential real estate	3,423	275,418	22.23	3,304	277,380	25.22
Construction and land	1,210	80,705	6.52	899	59,369	5.40
Commercial loans	2,362	68,988	5.58	2,736	63,727	5.79
Commercial leases	718	121,898	9.84	543	86,362	7.85
Consumer	17	2,022	0.16	18	2,755	0.25
Other (1)	104	5,219	0.42	121	6,044	0.55
Unallocated	160	—	—	159	—	—
Total	<u>\$ 11,514</u>	<u>\$1,238,684</u>	<u>100.00%</u>	<u>\$ 11,019</u>	<u>\$1,100,051</u>	<u>100.00%</u>

(1) Includes municipal loans.



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## Investment Securities

Our investment policy is established by our Board of Directors. The policy emphasizes safety of the investment, liquidity requirements, potential returns, cash flow targets, and consistency with our interest rate risk management strategy.

At December 31, 2008, our debt securities consisted of mortgage-backed pass-through securities issued or sponsored by Fannie Mae, Freddie Mac or Ginnie Mae, collateralized mortgage obligations (“CMOs”) and real estate mortgage investment conduits (“REMICs”) guaranteed by Fannie Mae, Freddie Mac or Ginnie Mae, SBA guaranteed loan participation certificates, and municipal securities. Our equity securities consisted almost entirely of shares of two floating rate preferred stocks issued by Freddie Mac, a government-sponsored enterprise, and one Freddie Mac fixed-rate preferred stock. All securities were classified as available for sale pursuant to SFAS No. 115 as of December 31, 2008, 2007 and 2006.

We hold the FHLBC common stock to qualify for membership in the Federal Home Loan Bank System and to be eligible to borrow funds under the FHLBC’s advance program. The aggregate cost of our FHLBC common stock as of December 31, 2008 was \$15.6 million based on its par value. There is no market for FHLBC common stock. Due to our receipt of stock dividends in prior years and the amount of our outstanding FHLBC advances, we owned shares of FHLBC common stock at December 31, 2008 with a par value that was \$6.2 million more than we were required to own to maintain our membership in the Federal Home Loan Bank System and to be eligible to obtain advances (“excess” or “voluntary” capital stock). During 2006, we redeemed \$9.8 million of excess or voluntary FHLBC capital stock pursuant to a voluntary redemption program conducted by the FHLBC.

On October 10, 2007, the FHLBC entered into a consensual cease and desist order with the FHFA. Under the terms of the order, capital stock repurchases and redemptions, including redemptions upon membership withdrawal or other termination, are prohibited unless the FHLBC receives the prior approval of the Director of the Office of Supervision of the FHFA (the “Director”). The order also provides that dividend declarations are subject to the prior written approval of the Director and requires the FHLBC to submit a Capital Structure Plan to the FHFA. The FHLBC has not declared any dividends since the order was issued and it has not received approval of a Capital Structure Plan. In July of 2008, the FHFA amended the order to permit the FHLBC to repurchase or redeem newly-issued capital stock to support new advances, subject to certain conditions set forth in the order. Our FHLBC common stock is not newly-issued and is not affected by this amendment.

The following table sets forth the composition, amortized cost and fair value of our securities available for sale at the dates indicated.

	At December 31,					
	2008		2007		2006	
	Amortized Cost	Fair Value	Amortized Cost (Dollars in thousands)	Fair Value	Amortized Cost	Fair Value
<b>Investment Securities:</b>						
Certificate of Deposits	\$ 500	\$ 500	\$ —	\$ —	\$ —	\$ —
Municipal securities	1,735	1,811	2,210	2,272	2,660	2,711
SBA guaranteed loan participation certificates	131	125	595	592	628	623
Equity securities:						
Freddie Mac	2,356	353	38,275	31,225	38,275	43,112
Other debt securities	—	—	—	—	45,746	45,723
Total investment securities available-for-sale	<u>4,722</u>	<u>2,789</u>	<u>41,080</u>	<u>34,089</u>	<u>87,309</u>	<u>92,169</u>
<b>Mortgage-Backed Securities:</b>						
Pass-through securities:						
Fannie Mae	31,503	31,553	34,536	34,522	14,506	14,630
Freddie Mac	9,309	9,386	3,633	3,641	3,967	3,971
Ginnie Mae	1,053	1,037	1,138	1,114	1,238	1,202
CMOs and REMICs	<u>79,425</u>	<u>80,154</u>	<u>3,649</u>	<u>3,683</u>	<u>5,841</u>	<u>5,881</u>
Total mortgage-backed securities available-for-sale	<u>121,290</u>	<u>122,130</u>	<u>42,956</u>	<u>42,960</u>	<u>25,552</u>	<u>25,684</u>
Total securities available-for-sale	<u>\$126,012</u>	<u>\$124,919</u>	<u>\$84,036</u>	<u>\$77,049</u>	<u>\$112,861</u>	<u>\$117,853</u>

We determine the fair value of our investment securities in accordance with the guidance set forth in SAS No. 115, *Accounting for Certain Investments in Debt and Equity Securities*, SFAS No. 107, *Disclosures about Fair Value of Financial Instruments* and SFAS No. 157, *Fair Value Measurements*. Pursuant to this guidance, we determine fair value based on the most recent quoted market price, if available, for the security as of the applicable balance sheet date. If a quoted market price for a specific security is not currently available, we estimate the fair value based on the quoted market price of another security with similar characteristics, adjusted to reflect objectively measurable differences such as coupon rates and reset dates. In the absence of current quoted market prices for the same or a similar security, we use other valuation techniques to determine fair value, such as obtaining broker-dealer valuations or estimating fair value based on valuation modeling. The fair value of a security is used to determine the amount of any unrealized losses that must be reflected in our other comprehensive income and the net book value of our investment securities.

The Company evaluates marketable investment securities with significant declines in fair value as required to determine whether they should be considered other-than-temporarily impaired under Securities and Exchange Commission Codification of Staff Accounting Bulletins, Topic 5: Miscellaneous Accounting – Item M, Other-Than-Temporary Impairment of Certain Investments in Debt and Equity Securities (“Topic 5- Item M”), which provides that if a marketable security is in an unrealized loss position, whether due to general market conditions or industry or issuer-specific factors, the holder of the securities must assess whether the impairment is other-than-temporary.

The shares of Freddie Mac preferred stock that we hold in our investment portfolio experienced significant declines in fair value (as measured by quoted market prices for these securities) during the year ended December 31, 2008 due to general market conditions, issuer specific factors and certain actions that were announced by the UST and the FHFA on September 7, 2008, including the placing of Freddie Mac into conservatorship, the issuance of new shares of Freddie Mac preferred stock to the UST that are senior to all previously issued shares, and the suspension of dividends on all previously issued shares. Based on these factors, we concluded that the \$35.9 million pre-tax unrealized loss that existed on the Freddie Mac preferred stock constituted an other-than-temporary impairment in accordance with Topic 5-Item M. Based on this determination, we reduced the combined carrying value of the Freddie Mac preferred stocks by a total of \$35.9 million and recorded an impairment loss in the same amount against our income for the year ended December 31, 2008.

## Portfolio Maturities and Yields

The composition and maturities of the investment securities portfolio and the mortgage-backed securities portfolio at December 31, 2008 are summarized in the following table. Maturities are based on the final contractual payment dates, and do not reflect the impact of prepayments or early redemptions that may occur. Municipal securities yields have not been adjusted to a tax-equivalent basis as the amount is immaterial.

	One Year or Less		More than One Year through Five Years		More than Five Years through Ten Years		More than Ten Years		Total Securities		
	Amortized	Weighted	Amortized	Weighted	Amortized	Weighted	Amortized	Weighted	Amortized	Average	Fair Value
	Cost	Average Yield	Cost	Average Yield	Cost	Average Yield	Cost	Average Yield	Cost	Yield	
(Dollars in thousands)											
<b>Mortgage-Backed Securities:</b>											
Pass-through securities:											
Fannie Mae	\$ —	— %	\$ 467	4.50%	\$ 975	5.68%	\$ 30,061	4.64%	\$ 31,503	4.68%	\$ 31,553
Freddie Mac	—	—	—	—	643	5.29	8,666	5.05	9,309	5.07	9,386
Ginnie Mae	—	—	—	—	—	—	1,053	4.85	1,053	4.85	1,037
CMOs and REMICs	—	—	546	4.69	212	3.55	78,667	4.17	79,425	4.18	80,154
Total	—	—	1,013	4.60	1,830	5.30	118,447	4.36	121,290	4.38	122,130
<b>Investment Securities:</b>											
Certificate of deposit	500	3.15	—	—	—	—	—	—	500	3.15	500
Municipal securities	510	4.34	1,045	4.39	180	4.60	—	—	1,735	4.40	1,811
SBA guaranteed loan participation certificates	—	—	—	—	—	—	131	3.50	131	3.50	125
Equity securities	—	—	—	—	—	—	2,356	—	2,356	—	353
Total	1,010	3.75	1,045	4.39	180	4.60	2,487	4.98	4,722	4.95	2,789
Total securities available-for-sale	<u>\$ 1,010</u>	<u>3.75%</u>	<u>\$ 2,058</u>	<u>4.60%</u>	<u>\$ 2,010</u>	<u>5.23%</u>	<u>\$120,934</u>	<u>4.27%</u>	<u>\$126,012</u>	<u>4.29%</u>	<u>\$124,919</u>

## Sources of Funds

**Deposits.** At December 31, 2008, our deposits totaled \$1.070 billion. Interest-bearing deposits totaled \$960.8 million and noninterest-bearing demand deposits totaled \$109.1 million. NOW, savings and money market deposits totaled \$586.3 million. Noninterest-bearing demand deposits at December 31, 2008 included \$5.5 million in internal checking accounts, such as accounts for Bank cashier's checks and money orders. At December 31, 2008, we had \$374.5 million of certificates of deposit outstanding, of which \$284.2 million had maturities of one year or less. Although we have a significant portion of our deposits in shorter-term certificates of deposit, we believe, based on historical experience and our current pricing strategy, that we will retain a significant portion of these accounts upon maturity.

We originate deposits predominantly from the areas where our branch offices are located. We rely on our favorable locations, customer service, competitive pricing, our Internet Branch and related deposit services such as cash management to attract and retain these deposits. While we accept certificates of deposit in excess of the FDIC's deposit insurance limits and in some cases may provide preferential rates for these certificates of deposits, we generally do not solicit such deposits because they are more difficult to retain than core deposits and at times are more costly than brokered deposits.

The following table sets forth the distribution of total deposit accounts, by account type, for the periods indicated.

	Years Ended December 31,								
	2008			2007			2006		
			Weighted			Weighted			Weighted
	Average Balance	Percent	Average Rate	Average Balance	Percent	Average Rate	Average Balance	Percent	Average Rate
	(Dollars in thousands)								
Demand deposits:									
Retail	\$ 25,617	2.45%	— %	\$ 29,936	2.74%	— %	\$ 33,020	3.00%	— %
Commercial	79,099	7.53	—	86,620	7.91	—	90,594	8.24	—
Total demand deposits	104,716	9.98	—	116,556	10.65	—	123,614	11.24	—
NOW deposits	311,886	29.71	1.55	282,670	25.82	2.42	241,378	21.95	1.71
Savings deposits	98,171	9.35	0.73	106,870	9.76	0.78	123,413	11.22	0.83
Money market deposits	210,857	20.08	2.56	260,256	23.77	4.25	252,109	22.93	4.00
Certificates of deposit	324,239	30.88	3.42	328,371	30.00	4.48	359,119	32.66	4.10
Total deposits	<u>\$1,049,869</u>	<u>100.00%</u>		<u>\$1,094,723</u>	<u>100.00%</u>		<u>\$1,099,633</u>	<u>100.00%</u>	

The following table sets forth certificates of deposit by time remaining until maturity at December 31, 2008.

	Maturity				Total
	3 Months or Less	Over 3 to 6 Months	Over 6 to 12 Months	Over 12 Months	
			(Dollars in thousands)		
Certificates of deposit less than \$100,000	\$ 68,494	\$48,989	\$69,186	\$62,447	\$249,116
Certificates of deposit of \$100,000 or more	32,279	36,235	29,059	27,803	125,376
Total of certificates of deposit	\$100,773	\$85,224	\$98,245	\$90,250	\$374,492

**Borrowings.** Our borrowings consist primarily of Federal Home Loan Bank advances and repurchase agreements. The following table sets forth information concerning balances and interest rates on our borrowings at the dates and for the periods indicated.

	At or For the Years Ended December 31,		
	2008	2007	2006
	(Dollars in thousands)		
Balance at end of year	\$200,350	\$ 96,433	\$138,148
Average balance during year	110,039	104,782	183,286
Maximum outstanding at any month end	200,350	139,366	241,048
Weighted average interest rate at end of year	1.33%	4.71%	4.30%
Average interest rate during year	3.30%	4.64%	4.11%

At December 31, 2008, we had the ability to borrow an additional \$69.8 million under our credit facilities with the FHLBC. Furthermore, we had unpledged securities that could be used to support in excess of \$42.7 million of additional FHLBC borrowings.

At December 31, 2008, we had a pre-approved overnight federal funds borrowing capacity of \$28.0 million and a line of credit with the Federal Reserve Bank of Chicago for \$633,000. At December 31, 2008, there were no outstanding federal funds borrowings and there was no outstanding balance on the line of credit.

### Comparison of Operating Results for the Years Ended December 31, 2008, 2007 and 2006

#### Net Income

**Comparison of Year 2008 to 2007 .** We recorded a net loss of \$19.4 million for the year ended December 31, 2008, compared to net income of \$7.2 million for the year ended December 31, 2007. The net loss was primarily due to a \$35.9 million pre-tax impairment loss that we recorded on our Freddie Mac preferred stocks based on our determination that the unrealized loss that existed with respect to these securities constituted an other-than-temporary impairment following the placement of Freddie Mac into conservatorship. Additional factors affecting the change in net income from year to year included a \$1.4 million, or 2.5%, decrease in our net interest income, a \$2.0 million pre-tax loss on the early extinguishment of borrowings that we recorded in connection with the prepayment of a \$25 million FHLBC term advance, and a \$4.4 million increase in our provision for loan losses. These reductions to net income were offset by a \$13.6 million decrease in income tax expense primarily relating to the impairment loss on our Freddie Mac preferred stocks. Our operating results for 2008 were favorably impacted by a \$1.4 million pre-tax gain on the sale of the 32,398 shares of Visa, Inc. Class B common stock that we received in connection with Visa, Inc.'s initial public offering, and a \$1.2 million pre-tax gain on additional shares of Visa, Inc. Class B common stock that were allocated to us in the initial public offering and are currently held in a litigation escrow under Visa Inc.'s retrospective responsibility plan. The gain recorded on the shares held in the litigation escrow represents a reduction of our obligation to indemnify Visa USA under the retrospective responsibility plan. Our operating results for 2007 included a pre-tax charge of \$1.2 million to reflect this indemnification obligation. Our loss per share of common stock for year ended December 31, 2008 was \$0.98 per share, compared to earnings per share of \$0.35 for the year ended December 31, 2007.

**Comparison of Year 2007 to 2006 .** We recorded net income of \$7.2 million for the year ended December 31, 2007, compared to net income of \$10.0 million for the year ended December 31, 2006. The principal factors affecting the change in net income from year to year included a \$2.9 million, or 5.2%, decrease in our net interest income; an \$833,000 increase in our provision for loan losses, an \$861,000, or 8.2%, decrease in noninterest income, and a \$112,000, or 0.2%, increase in noninterest expense; these reductions to income were offset by a \$1.9 million, or 38.6%, decrease in income tax expense. Our operating results for 2007 were unfavorably impacted by a pre-tax charge of \$1.2 million, which reflected our proportionate share of Visa USA's estimated litigation obligations under Visa Inc.'s retrospective responsibility plan. Our operating results for 2007 also included \$5.1 million in expenses for equity-based compensation and benefits, compared to \$5.4 million for 2006. Our earnings per share of common stock for year ended December 31, 2007 was \$0.35 per share, compared to earnings per share of \$0.45 for the year ended December 31, 2006.

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## Net Interest Income

**Comparison of Year 2008 to 2007.** Net interest income decreased by \$1.4 million, or 2.5%, to \$52.3 million for the year ended December 31, 2008, from \$53.6 million for the year ended December 31, 2007. Our net interest rate spread increased by 41 basis points to 3.35% for the year ended December 31, 2008, from 2.94% for the year ended December 31, 2007. Our net interest margin increased by 10 basis points to 3.88% for the year ended December 31, 2008, from 3.78% for the year ended December 31, 2007. Our average interest-earning assets decreased \$69.0 million to \$1.349 billion in 2008, from \$1.418 billion in 2007, and our average interest-bearing liabilities decreased \$28.0 million to \$1.055 billion in 2008, from \$1.083 billion in 2007.

Interest income decreased by \$14.0 million, or 15.2%, to \$78.0 million for the year ended December 31, 2008, from \$92.0 million for the year ended December 31, 2007. The decrease in interest income resulted primarily from a \$69.0 million decrease in total average interest-earning assets to \$1.349 billion for the year ended December 31, 2008, from \$1.418 billion for the year ended December 31, 2007, and a 70 basis point decrease in the average yield on interest earning assets to 5.78% for the year ended December 31, 2008, from 6.48% for the year ended December 31, 2007.

Interest income on loans decreased by \$11.6 million, or 13.6%, to \$74.0 million for the year ended December 31, 2008, from \$85.6 million for the year ended December 31, 2007. The decrease in interest income on loans resulted primarily from a 64 basis point decrease in the average yield on loans to 5.96% for the year ended December 31, 2008, from 6.60% for the year ended December 31, 2007, and a \$55.8 million, or 4.3%, decrease in the average balance of loans outstanding to \$1.242 billion for the year ended December 31, 2008, from \$1.297 billion for the year ended December 31, 2007.

Interest income on securities available-for-sale decreased \$1.2 million, or 23.0%, to \$3.9 million for the year ended December 31, 2008, from \$5.1 million for the year ended December 31, 2007. The decrease in interest income from securities available-for-sale was due in substantial part to Freddie Mac's suspension of dividends on its preferred stocks beginning in the third quarter of 2008. Interest income for the year ended December 31, 2007 included \$2.4 million in dividends on our investment in Freddie Mac preferred stock, compared to \$1.0 million in 2008.

Income from cash dividends on our FHLBC common stock totaled \$359,000 for the year ended December 31, 2007. The FHLBC suspended dividends on its common stock beginning in the fourth quarter of 2007, and did not pay any dividends in 2008.

Interest income on interest-bearing deposits in other financial institutions decreased \$853,000, or 91.0%, to \$84,000 for the year ended December 31, 2008, from \$937,000 for the year ended December 31, 2007. The decrease was primarily due to a \$13.4 million decrease in the average balance of our interest bearing deposits to \$4.9 million for the year ended December 31, 2008, from \$18.2 million for the same period in 2007, and a decrease in the average yield on our interest-bearing deposits to 1.72% for the year ended December 31, 2008, from 5.14% for the year ended December 31, 2007, due to declining market interest rates.

Interest expense decreased by \$12.6 million, or 33.0%, to \$25.7 million for the year ended December 31, 2008, from \$38.3 million for the year ended December 31, 2007. The decrease was due to decreased interest expense on deposits and borrowings.

Interest expense on deposits decreased by \$11.4 million, or 34.1%, to \$22.0 million for the year ended December 31, 2008, from \$33.4 million for the year ended December 31, 2007. The decrease in interest expense on deposits was primarily due to a 109 basis point decrease in the average rates paid on deposits, and a \$33.0 million, or 3.4%, net decrease in the average balance of deposits. The average balance of money market deposits decreased \$49.4 million, or 19.0%, for the year ended December 31, 2008, due primarily to our decision to encourage, through pricing changes, the migration of indexed money market deposit accounts to other account types. The average balances of savings accounts decreased \$8.7 million, or 8.1%, and the average balances of certificates of deposit decreased \$4.1 million, or 1.3%, respectively, for the year ended December 31, 2008. These decreases were partially offset by a \$29.2 million, or 10.3%, increase in the average balance of NOW accounts. The average cost of deposits was 2.33% for the year ended December 31, 2008, compared to 3.42% for the year ended December 31, 2007. The average rate on savings accounts decreased five basis points to 0.73% from 0.78%. On a year over year

basis, the average cost of money market accounts decreased 169 basis points to 2.56%, from 4.25%, the average cost of NOW accounts decreased 87 basis points to 1.55%, from 2.42%, and the average cost of certificates of deposit decreased 106 basis points to 3.42% from 4.48%.

Interest expense on borrowings decreased by \$1.2 million, or 25.2%, to \$3.6 million for the year ended December 31, 2008, from \$4.9 million for the year ended December 31, 2007. This decrease was due in principal part to a 134 basis point decrease in the average cost of such borrowings to 3.30% for the year ended December 31, 2008, from 4.64% for the year ended December 31, 2007. This decrease in the average cost of borrowings was partially offset by a \$5.3 million, or 5.0%, increase in the average balance of borrowings to \$110.0 million at December 31, 2008, from \$104.8 million at December 31, 2007.

**Comparison of Year 2007 to 2006 .** Net interest income decreased by \$2.9 million, or 5.2%, to \$53.6 million for the year ended December 31, 2007, from \$56.6 million for the year ended December 31, 2006. Our net interest rate spread increased by five basis points to 2.94% for the year ended December 31, 2007, from 2.89% for the year ended December 31, 2006. Our net interest margin increased by 10 basis points to 3.78% for the year ended December 31, 2007, from 3.68% for the year ended December 31, 2006. Our average interest-earning assets decreased \$119.9 million to \$1.418 billion in 2007, from \$1.538 billion in 2006, and our average interest-bearing liabilities decreased \$76.4 million to \$1.083 billion in 2007, from \$1.159 billion in 2006.

Interest income decreased by \$2.1 million, or 2.3%, to \$92.0 million for the year ended December 31, 2007, from \$94.1 million for the year ended December 31, 2006. The decrease in interest income resulted primarily from a \$119.9 million decrease in total average interest-earning assets to \$1.418 billion for the year ended December 31, 2007, from \$1.538 billion for the year ended December 31, 2006. This decrease in total average interest-earning assets was partially offset by a 36 basis point increase in the average yield on interest earning assets to 6.48% for the year ended December 31, 2007, from 6.12% for the year ended December 31, 2006.

Interest income on loans increased by \$2.1 million, or 2.5%, to \$85.6 million for the year ended December 31, 2007, from \$83.5 million for the year ended December 31, 2006. The increase in interest income on loans resulted primarily from a 17 basis point increase in the average yield on loans to 6.60% for the year ended December 31, 2007, from 6.43% for the year ended December 31, 2006, due to higher market interest rates. The increase in the average yield on loans was partially offset by a \$2.3 million, or 0.2%, decrease in the average balance of loans outstanding to \$1.297 billion for the year ended December 31, 2007, from \$1.300 billion for the year ended December 31, 2006.

Interest income on securities available-for-sale decreased \$4.1 million, or 44.9%, to \$5.1 million for the year ended December 31, 2007, from \$9.2 million for the year ended December 31, 2006. The decrease resulted primarily from a planned \$117.0 million decrease, or 57.4%, in the average balance of securities available-for-sale to \$86.9 million for the year ended December 31, 2007, from \$203.9 million for the year ended December 31, 2006, based on our determination in the latter half of 2006 that the flat or inverted yield curve environment did not present profitable opportunities for carrying such additional investments.

Dividend income on our FHLBC common stock decreased \$365,000, or 50.4%, to \$359,000 for the year ended December 31, 2007, from \$724,000 for the year ended December 31, 2006. The average balance of these securities decreased by \$6.2 million to \$15.6 million for the year ended December 31, 2007, due to the redemption of \$9.8 million of these securities in 2006. The FHLBC did not pay any dividends in the fourth quarter of 2007. As a result, the average annual dividend yield on our FHLBC common stock decreased to 2.30% for the year ended December 31, 2007, from 3.32% for the year ended December 31, 2006.

Interest income on interest-bearing deposits in other financial institutions increased \$261,000, or 38.6%, to \$937,000 for the year ended December 31, 2007, from \$676,000 for the year ended December 31, 2006. The average balance of these interest-bearing deposits increased by \$5.5 million to \$18.2 million for the year ended December 31, 2007. The average yield on our interest-bearing deposits decreased to 5.14% for the year ended December 31, 2007, from 5.32% for the year ended December 31, 2006.

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Interest expense increased by \$815,000, or 2.2%, to \$38.3 million for the year ended December 31, 2007, from \$37.5 million for the year ended December 31, 2006. The increase was due to increased interest expense on deposits, which was partially offset by decreased interest expense on borrowings.

Interest expense on deposits increased by \$3.5 million, or 11.6%, to \$33.4 million for the year ended December 31, 2007, from \$30.0 million for the year ended December 31, 2006. The increase in interest expense on deposits was primarily due to a 35 basis point increase in the average rates paid on deposits, and a \$2.1 million, or 0.2%, net increase in the average balance of deposits. The average balances of money market deposits increased \$8.1 million, or 3.2%, and NOW deposits increased \$41.3 million, or 17.1%, for the year ended December 31, 2007, respectively. The average balances of savings accounts decreased \$16.5 million, or 13.4%, and the average balances of certificates of deposit decreased \$30.7 million, or 8.6%, respectively, for the year ended December 31, 2007. The average balance of wholesale certificates of deposit decreased \$18.8 million, or 67.1%, due to our decision to reduce these types of deposits. The average cost of deposits was 3.42% for the year ended December 31, 2007, compared to 3.07% for the year ended December 31, 2006. The average rate on savings accounts decreased five basis points to 0.78% from 0.83%, but all other categories of interest-bearing deposit accounts showed increases in average rates paid for 2007 compared to 2006. On a year over year basis, the average cost of money market accounts increased 25 basis points to 4.25%, from 4.00%, the average cost of NOW accounts increased 71 basis points to 2.42%, from 1.71%, and the average cost of certificates of deposit increased 38 basis points to 4.48%, from 4.10%.

Interest expense on borrowings decreased by \$2.7 million, or 35.5%, to \$4.9 million for the year ended December 31, 2007, from \$7.5 million for the year ended December 31, 2006. This decrease was due in principal part to a \$78.5 million, or 42.8%, decrease in the average balance of borrowings resulting from our decision to repay \$66.0 million in maturing FHLBC advances. This decrease in the average balance of borrowings was partially offset by a 53 basis point increase in the average cost of such borrowings to 4.64% for the year ended December 31, 2007, from 4.11% for the year ended December 31, 2006.

The following table sets forth average balance sheets, average yields and costs, and certain other information for the periods indicated. No tax-equivalent yield adjustments were made, as the effect of these adjustments would not be material. Average balances are daily average balances. Nonaccrual loans were included in the computation of average balances, but have been reflected in the table as loans carrying a zero yield. The yields set forth below include the effect of deferred fees and expenses, discounts and premiums, purchase accounting adjustments and Federal Home Loan Bank advance prepayment penalties that are amortized or accreted to interest income or expense.



	Years Ended December 31,								
	2008			2007			2006		
	Average Outstanding Balance	Interest	Yield/Rate	Average Outstanding Balance	Interest	Yield/Rate	Average Outstanding Balance	Interest	Yield/Rate
(Dollars in thousands)									
<b>Interest-earning assets:</b>									
Loans	\$1,241,518	\$73,983	5.96%	\$1,297,299	\$85,601	6.60%	\$1,299,597	\$83,502	6.43%
Securities available-for-sale	87,070	3,893	4.47	86,946	5,056	5.82	203,900	9,184	4.50
Stock in FHLBC	15,598	—	—	15,598	359	2.30	21,813	724	3.32
Other	4,872	84	1.72	18,245	937	5.14	12,713	676	5.32
Total interest-earning assets	1,349,058	77,960	5.78	1,418,088	91,953	6.48	1,538,023	94,086	6.12
Noninterest-earning assets	113,957			114,668			102,220		
Total assets	<u>\$1,463,015</u>			<u>\$1,532,756</u>			<u>\$1,640,243</u>		
<b>Interest-bearing liabilities:</b>									
Savings deposits	\$ 98,171	715	0.73	\$ 106,870	833	0.78	\$ 123,413	1,019	0.83
Money market deposits	210,857	5,397	2.56	260,256	11,072	4.25	252,109	10,096	4.00
NOW deposits	311,886	4,844	1.55	282,670	6,837	2.42	241,378	4,128	1.71
Certificates of deposit	324,239	11,077	3.42	328,371	14,704	4.48	359,119	14,714	4.10
Total deposits	945,153	22,033	2.33	978,167	33,446	3.42	976,019	29,957	3.07
Borrowings	110,039	3,634	3.30	104,782	4,858	4.64	183,286	7,532	4.11
Total interest-bearing liabilities	1,055,192	25,667	2.43	1,082,949	38,304	3.54	1,159,305	37,489	3.23
Noninterest-bearing deposits	104,716			116,556			123,614		
Noninterest-bearing liabilities	19,447			21,831			25,110		
Total liabilities	1,179,355			1,221,336			1,308,029		
Equity	283,660			311,420			332,214		
Total liabilities and equity	<u>\$1,463,015</u>			<u>\$1,532,756</u>			<u>\$1,640,243</u>		
Net interest income		<u>\$52,293</u>			<u>\$53,649</u>			<u>\$56,597</u>	
Net interest rate spread (1)			3.35%			2.94%			2.89%
Net interest-earning assets (2)	<u>\$ 293,866</u>			<u>\$ 335,139</u>			<u>\$ 378,718</u>		
Net interest margin (3)			3.88%			3.78%			3.68%
Ratio of interest-earning assets to interest-bearing liabilities	127.85%			130.95%			132.67%		

(1) Net interest rate spread represents the difference between the yield on average interest-earning assets and the cost of average interest-bearing liabilities.

(2) Net interest-earning assets represents total interest-earning assets less total interest-bearing liabilities.

(3) Net interest margin represents net interest income divided by average total interest-earning assets.

The following table presents the dollar amount of changes in interest income and interest expense for the major categories of our interest-earning assets and interest-bearing liabilities. Information is provided for each category of interest-earning assets and interest-bearing liabilities with respect to changes attributable to changes in volume (i.e., changes in average balances multiplied by the prior-period average rate), and changes attributable to rate (i.e., changes in average rate multiplied by prior-period average balances). For purposes of this table, changes attributable to both rate and volume that cannot be segregated have been allocated proportionately to the change due to volume and the change due to rate.

	Years Ended December 31,					
	2008 vs. 2007			2007 vs. 2006		
	Increase (Decrease) Due to		Total Increase (Decrease)	Increase (Decrease) Due to		Total Increase (Decrease)
	Volume	Rate		Volume	Rate	
	(Dollars in thousands)					
Interest-earning assets:						
Loans	\$(3,571)	\$ (8,047)	\$(11,618)	\$ (148)	\$2,247	\$ 2,099
Securities available- for-sale	7	(1,170)	(1,163)	(6,285)	2,157	(4,128)
Stock in FHLBC	—	(359)	(359)	(176)	(189)	(365)
Other	(447)	(406)	(853)	285	(24)	261
Total interest-earning assets	(4,011)	(9,982)	(13,993)	(6,324)	4,191	(2,133)
Interest-bearing liabilities:						
Savings deposits	(65)	(53)	(118)	(131)	(55)	(186)
Money market deposits	(1,831)	(3,844)	(5,675)	333	643	976
NOW deposits	650	(2,643)	(1,993)	792	1,917	2,709
Certificates of deposit	(183)	(3,444)	(3,627)	(1,316)	1,306	(10)
Borrowings	233	(1,457)	(1,224)	(3,544)	870	(2,674)
Total interest-bearing liabilities	(1,196)	(11,441)	(12,637)	(3,866)	4,681	815
Change in net interest income	\$(2,815)	\$ 1,459	\$ (1,356)	\$(2,458)	\$ (490)	\$ (2,948)

#### Provision for Loan Losses

We establish provisions for loan losses, which are charged to operations in order to maintain the allowance for loan losses at a level we consider necessary to absorb probable incurred credit losses in the loan portfolio. In determining the level of the allowance for loan losses, we consider past and current loss experience, evaluations of real estate collateral, current economic conditions, volume and type of lending, adverse situations that may affect a borrower's ability to repay a loan and the levels of nonperforming and other classified loans. The amount of the allowance is based on estimates and the ultimate losses may vary from such estimates as more information becomes available or later events change. We assess the allowance for loan losses on a quarterly basis and make provisions for loan losses in order to maintain the allowance.

**Comparison of Year 2008 to 2007.** We recorded a provision for loan losses of \$5.1 million for the year ended December 31, 2008, compared to a provision for loan losses of \$697,000 for the year ended December 31, 2007. The 2008 provision for loan losses reflects a \$1.8 million increase in the general portion of the allowance for loan losses that we establish pursuant to SFAS No. 5, a \$1.9 million increase in the portion of the allowance for loan losses that we allocate to impaired loans pursuant to SFAS No. 114, and \$1.4 million in net charge offs. Of the net \$1.9 million increase in the specific allocations to impaired loans, \$1.1 million relates to the loan obligations of the estate of a deceased construction loan borrower and \$714,000 relates to two health care-related real estate loans. The construction loan relationship is secured by a completed single-family residence and a parcel of vacant land that is zoned for commercial development, both of which are located in the northern suburbs of Chicago. We placed the loan on non-accrual status due to the death of the borrower and the inability of the borrower's estate to continue debt service payments. The completed residence is currently under a contract for sale and the sale scheduled to close by the end of first quarter of 2009. The proceeds of the sale, if consummated, are expected to substantially reduce the

net credit exposure, but there can be no assurance that the closing of the sale will in fact occur. The relationship involving the two healthcare-related real estate loans to a healthcare provider and its affiliated entities has an aggregate principal balance of \$4.2 million. We established the specific reserve acting on the premise that the borrower may need to seek bankruptcy protection due to ongoing cash flow issues and receivables lien priority issues, as well as the borrower's inability to consummate pending facility sales transactions. The loans to this borrower are also partially secured by additional collateral consisting of certain personal liquid assets.

Despite the overall lower credit risk profile and credit exposures of our loan portfolio, we increased the general portion of the allowance by \$1.8 million based on adverse changes to the national and local economic data that we use in our model for determining the proper level of general reserves.

Net loan charge-offs for 2008 were \$1.4 million, or 0.11% of average loans, compared to \$268,000, or 0.02% of average loans, in 2007. Our allowance for loan losses was \$14.7 million, or 1.15% of total loans, at December 31, 2008, compared to \$11.1 million, or 0.87% of total loans, at December 31, 2007. The allowance for loan losses represented 107.97% of nonperforming loans at December 31, 2008, and 91.65% of nonperforming loans at December 31, 2007. To the best of our knowledge, we have recorded all losses that are both probable and reasonable to estimate for each reporting period.

**Comparison of Year 2007 to 2006 .** We recorded a provision for loan losses of \$697,000 for the year ended December 31, 2007, compared to a credit for loan losses of \$136,000 for the year ended December 31, 2006. The provision for loan losses recorded for 2007 reflected increased specific reserves against certain loans, and a \$25,000 net increase in the general loan loss reserves that we establish pursuant to SFAS No. 5 based on changes to the economic factors utilized in our model. The portion of the allowance for loan losses that we allocate to impaired loans pursuant to SFAS No. 114 increased \$404,000 to \$806,000 at December 31, 2007, from \$402,000 at December 31, 2006. We increased specific reserves primarily due to our receipt of current appraisals reflecting decreases in the value of certain real estate collateral, combined with ongoing business continuity concerns on several commercial credits. Net loan charge-offs for 2007 were \$268,000, or 0.02% of average loans, compared to \$968,000, or 0.07% of average loans, in 2006.

Nonperforming loans increased by \$2.8 million to \$12.1 million at December 31, 2007, from \$9.2 million at December 31, 2006. The increase was due in substantial part to our placing on non-accrual status a \$2.7 million loan that is secured by an apartment building located in a northern Chicago suburb. We placed the loan on non-accrual status because the borrowers used the investment property cash flow to make equity investor distributions rather than to make scheduled loan payments that were due on or before December 31, 2007. We subsequently entered into a forbearance agreement with the borrowers that is expected to restore the loan to accrual status by the end of the first quarter of 2008. The same borrowers have a second loan that is secured by a similarly-situated apartment building that remained on accrual status as of December 31, 2007. Our allowance for loan losses was \$11.1 million, or 0.87% of total loans, at December 31, 2007, compared to \$10.6 million, or 0.79% of total loans, at December 31, 2006. The allowance for loan losses represented 91.65% of nonperforming loans at December 31, 2007, and 115.13% of nonperforming loans at December 31, 2006. To the best of our knowledge, we have recorded all losses that are both probable and reasonable to estimate for each reporting period.

## Noninterest Income

	Years Ended December 31,			Percent Change	
	2008	2007	2006	2008/2007	2007/2006
	(Dollars in thousands)				
<b>Noninterest Income:</b>					
Deposit fees and service charges	\$3,571	\$3,606	\$ 4,198	(1.0)%	(14.1)%
Other fee income	1,944	1,939	1,916	0.3	1.2
Insurance commissions and annuities income	794	1,007	1,321	(21.2)	(23.8)
Gain on sale of loans	118	126	246	(6.3)	(48.8)
Gain on sales of securities	1,385	399	101	247.1	295.0
Gain on unredeemed VISA stock	1,240	—	—	N.M.	N.M.
Gain (loss) on disposition of premises and equipment	(302)	9	395	N.M.	(97.7)
Loan servicing fees	771	811	938	(4.9)	(13.5)
Amortization and impairment of servicing assets	(524)	(396)	(448)	32.3	(11.6)
Operations of real estate owned	(434)	(17)	(45)	N.M.	(62.2)
Earnings on Bank Owned Life Insurance	586	585	—	N.M.	N.M.
Other	835	1,579	1,887	(47.1)	(16.3)
Total noninterest income	\$9,984	\$9,648	\$10,509	3.5	(8.2)

N.M. = not meaningful

**Comparison of Year 2008 to 2007.** Our noninterest income increased by \$336,000 to \$10.0 million for the year ended December 31, 2008, from \$9.6 million for the year ended December 31, 2007. Income from insurance commissions and annuities decreased by \$213,000, or 21.2%, to \$794,000 for the year ended December 31, 2008, compared to \$1.0 million for 2007, due to decreased sales activity. We recognized a \$302,000 net loss on the disposition of premises and equipment during 2008, compared to a \$9,000 net gain in 2007. Loan servicing fees decreased \$40,000, or 4.9%, to \$771,000 for the year ended December 31, 2008, from \$811,000 for 2007. Mortgage servicing rights amortization expense increased \$128,000 or 32.3%, to \$524,000 for the year ended December 31, 2008, compared to \$396,000 for the same period in 2007, due in part to a \$110,000 valuation reserved that we established for 2008 based on accelerating prepayment speeds. No mortgage servicing rights valuation reserve was established for 2007. Net expenses for the operation of REO totaled \$434,000 for the year ended December 31, 2008, compared to \$17,000 in 2007. These expenses were primarily due to a net loss of \$253,000 that we realized on the sales of several properties, and a reduction of the book values of several other properties. Other income totaled \$835,000 for the year ended December 31, 2008, compared to \$1.6 million for 2007, due in substantial part to the decrease in title insurance agency commissions and fees that resulted from the sale of our title insurance agency business in March of 2008. Our noninterest income for 2008 also included a \$1.4 million pre-tax gain related to the sale of the 32,398 shares of Visa, Inc. Class B common stock that we received in connection with Visa, Inc.'s initial public offering in March of 2008. We also recorded a pre-tax gain of \$1.2 million in 2008 on an additional 51,404 shares of Visa Inc. Class B common stock that were allocated to us in connection with the initial public offering, and are currently held in a litigation escrow under Visa Inc.'s retrospective responsibility plan. The gain recorded on the shares held in the litigation escrow represents a reduction of our obligation to indemnify Visa USA under the retrospective responsibility plan. We recorded a \$1.2 million expense for this indemnification obligation in 2007. Due to the restrictions on the shares held in the litigation escrow, they have not been recorded as an asset. Our noninterest income for 2007 also included a \$399,000 gain on the redemption of MasterCard Class B common stock that we received in connection with MasterCard's initial public offering.

**Comparison of Year 2007 to 2006.** Our noninterest income decreased by \$861,000 to \$9.6 million for the year ended December 31, 2007, from \$10.5 million for the year ended December 31, 2006. We experienced a \$592,000, or 14.1%, decrease in deposit service charges and fees to \$3.6 million, and a \$23,000, or 1.2%, increase in other fee income to \$1.9 million. Returned check and non-sufficient funds charges decreased \$401,000 in 2007, from \$3.5 million in 2006, compared to \$3.1 million in 2007. The decrease can be partially attributed to a \$7.1 million decrease in the average balance of non-interest bearing deposits. Income from insurance commissions and annuities decreased by \$314,000, or 23.8%, to \$1.0 million for the year ended December 31, 2007, compared to \$1.3 million for 2006. Gains on sales of loans decreased by \$120,000, or 48.8%, to \$126,000 for 2007, from \$246,000 for 2006, primarily because of lower loan sale volumes in 2007. We recorded a \$399,000 gain on the redemption of

MasterCard Class B common stock in 2007, compared to a \$55,000 gain on the same common stock in 2006. We recorded no net gains on the sale of investment securities during 2007, compared to \$46,000 in gains in 2006. We recognized \$9,000 in net gains on the disposition of premises and equipment during 2007, compared to \$395,000 in 2006. Loan servicing fees decreased \$127,000, or 13.5%, to \$811,000 for the year ended December 31, 2007, from \$938,000 for 2006. Mortgage servicing rights amortization expense decreased \$52,000, or 11.6%, to \$396,000 for the year ended December 31, 2007, compared to \$448,000 for the same period in 2006. Net expenses from real estate owned totaled \$17,000 for the year ended December 31, 2007, compared to \$45,000 in 2006. Non-interest income for 2007 included \$585,000 in earnings on BOLI that we purchased in June 2007, compared to no such earnings in 2006. Other income decreased \$308,000, or 16.3%, to \$1.6 million for the year ended December 31, 2007, from \$1.9 million for 2006, partially attributable to a \$92,000 net decrease in title insurance agency commissions and fees earned by Financial Title Services, a division of our subsidiary, Financial Assurance Services.

## Noninterest Expense

	Years Ended December 31,			Percent Change	
	2008	2007	2006	2008/2007	2007/2006
	(Dollars in thousands)				
<b>Noninterest Expense:</b>					
Compensation and benefits	\$30,535	\$32,276	\$34,454	(5.4)%	(6.3)%
Office occupancy and equipment	6,874	5,949	5,602	15.5	6.2
Advertising and public relations	1,361	1,412	1,193	(3.6)	18.4
Information technology	3,662	3,241	3,341	13.0	(3.0)
Supplies, telephone and postage	2,070	2,109	2,100	(1.8)	0.4
Amortization of intangibles	1,784	1,879	1,873	(5.1)	0.3
Visa litigation	—	1,240	—	N.M.	N.M.
Loss on impairment of securities available for sale	35,919	—	—	N.M.	N.M.
Loss on early extinguishment of borrowings	1,975	—	—	N.M.	N.M.
Other	4,442	4,376	3,807	1.5	14.9
Total noninterest expense	<u>\$88,622</u>	<u>\$52,482</u>	<u>\$52,370</u>	68.9	0.2

N.M. = not meaningful

**Comparison of Year 2008 to 2007.** For the year ended December 31, 2008, noninterest expense increased by \$36.1 million, or 68.9%, to \$88.6 million, from \$52.5 million for the year ended December 31, 2007. The increase was primarily due to a \$35.9 million pre-tax impairment loss that we recorded on our holdings of Freddie Mac preferred stocks after Freddie Mac was placed into conservatorship, and a \$2.0 million pre-tax expense that we recorded in connection with the prepayment of a \$25 million FHLBC term advance. Compensation expense decreased by \$1.7 million, or 5.4%, to \$30.5 million for the year ended December 31, 2008, from \$32.3 million for the year ended December 31, 2007. The decrease was due in part to a decrease of 32 average full time equivalents (“FTE”) from 425 FTE in 2007 to 393 FTE in 2008, resulting from the implementation of functional staffing reviews and the sale of our title insurance agency business. Expense relating to equity-based compensation and benefits totaled \$4.6 million in 2008, compared to \$5.1 million during 2007. Information technology expenses increased by \$421,000, or 13.0%, to \$3.7 million for 2008, compared to \$3.2 million for 2007, primarily due to increased system maintenance costs and software upgrades. Occupancy and equipment increased \$925,000, or 15.5%, to \$6.9 million for 2008, from to \$5.9 million for 2007, due in substantial part to the write-off of \$277,000 in feasibility and design costs related to a possible remodeling project and repair work performed at several branches, and \$179,000 related to the establishment of our fully automated Express Branch facilities. Advertising and public relations expenses decreased \$51,000, or 3.6% to \$1.4 million. Supplies, telephone and postage expenses decreased \$39,000, or 1.8%, to \$2.1 million, and intangible amortization expense decreased by \$95,000. Other expenses increased by \$66,000, or 1.5%, to \$4.4 million in 2008.

**Comparison of Year 2007 to 2006.** For the year ended December 31, 2007, noninterest expense increased by \$112,000, or 0.2%, to \$52.5 million, from \$52.4 million for the year ended December 31, 2006. Compensation expense decreased by \$2.2 million, or 6.3%, to \$32.3 million for the year ended December 31, 2007, from \$34.5 million for the year ended December 31, 2006. The decrease was due in part to a decrease of 29 average full time equivalents (“FTE”) from 450 FTE in 2006 to 421 FTE in 2007. Expense relating to equity-based compensation and

benefits was \$5.1 million in 2007, compared to \$5.4 million during 2006. Information technology expenses decreased by \$100,000, or 3.0%, to \$3.2 million for 2007, compared to \$3.3 million for 2006. Occupancy and equipment increased \$347,000, or 6.2%, to \$5.9 million for 2007 compared to \$5.6 million for 2006, primarily due to a \$94,000 increase in rental expense and the write-off of \$91,000 in feasibility and design costs related to a possible remodeling project and repair work performed at several branches. Advertising and public relations expenses increased \$219,000, or 18.4% to \$1.4 million. Supplies, telephone and postage expenses increased \$9,000, or 0.4%, to \$2.1 million, and intangible amortization expense increased by \$6,000. Our noninterest expense for 2007 included a charge of \$1.2 million, which reflected our obligation to indemnify Visa USA for a proportionate share of certain of its litigation obligations under the retrospective responsibility plan that Visa Inc. established in connection with its initial public offering. Other expenses increased by \$569,000, or 14.9%, in 2007, and the increase included a \$250,000 fraud loss that we recorded in connection with claims that we settled with the bankruptcy trustee and our blanket bond carrier for defalcations committed by a third party loan servicing company.

## **Income Tax Expense**

**Comparison of Year 2008 to 2007 .** For the year ended December 31, 2008, we recorded an income tax benefit of \$12.0 million, compared to income tax expense of \$3.0 million for the year ended December 31, 2007, primarily due to the impairment loss that we recorded on our Freddie Mac preferred stocks in 2008. The effective tax rate for 2007 was 29.3%. Items that caused the effective tax rate to be less than the statutory tax rate included the dividends received deduction on preferred stock dividends received, income earned on BOLI and interest income on municipal bonds and municipal loans, respectively.

**Comparison of Year 2007 to 2006 .** For the year ended December 31, 2007, we recorded income tax expense of \$3.0 million, compared to \$4.8 million for the year ended December 31, 2006. The effective tax rate for 2007 was 29.3% compared to 32.5% in 2006. Items that caused the effective tax rate to be less than the statutory tax rate included the dividends received deduction on preferred stock dividends received, income earned on BOLI and interest income on municipal bonds and municipal loans, respectively.

## **Impact of Inflation and Changing Prices**

The financial statements and related notes of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). GAAP generally requires the measurement of financial position and operating results in terms of historical dollars without consideration for changes in the relative purchasing power of money over time due to inflation. The impact of inflation, if any, is reflected in the increased cost of our operations. Unlike industrial companies, our assets and liabilities are primarily monetary in nature. As a result, changes in market interest rates have a greater impact on performance than the effects of inflation.

## **Management of Interest Rate Risk**

**Qualitative Analysis.** We believe that our most significant form of market risk is interest rate risk. Interest rate risk results from timing differences in the maturity or repricing of our assets, liabilities and off balance sheet contracts ( *i.e.*, forward loan commitments), the effect of loan prepayments and deposit withdrawals, the difference in the behavior of lending and funding rates arising from the use of different indices and "yield curve risk" arising from changing rate relationships across the spectrum of maturities for constant or variable credit risk investments. In addition to directly affecting net interest income, changes in market interest rates can also affect the amount of new loan originations, the ability of borrowers to repay variable rate loans, the volume of loan prepayments and refinancings, the carrying value of investment securities classified as available-for-sale and the flow and mix of deposits.

The general objective of our interest rate risk management is to determine the appropriate level of risk given our business strategy and then manage that risk in a manner that is consistent with our policy to reduce, to the extent possible, the exposure of our net interest income to changes in market interest rates. Our Asset/Liability Management Committee ("ALCO"), which consists of certain members of senior management, evaluates the interest rate risk inherent in certain assets and liabilities, our operating environment and capital and liquidity requirements, and modifies our lending, investing and deposit gathering strategies accordingly. The Board of Directors'

Asset/Liability Management Committee then reviews the ALCO's activities and strategies, the effect of those strategies on our net interest margin, and the effect that changes in market interest rates would have on the economic value of our loan and securities portfolios as well as the intrinsic value of our deposits and borrowings, and reports to the full Board of Directors.

We actively evaluate interest rate risk in connection with our lending, investing and deposit activities. In an effort to better manage interest-rate risk, we have de-emphasized the origination residential mortgage loans, and have increased our emphasis on the origination of nonresidential real estate loans, multifamily mortgage loans, commercial loans and commercial leases. In addition, depending on market interest rates and our capital and liquidity position, we generally sell all or a portion of our longer-term, fixed-rate residential loans, usually on a servicing-retained basis. Further, we primarily invest in shorter-duration securities, which generally have lower yields compared to longer-term investments. Shortening the average maturity of our interest-earning assets by increasing our investments in shorter-term loans and securities, as well as loans with variable rates of interest, helps to better match the maturities and interest rates of our assets and liabilities, thereby reducing the exposure of our net interest income to changes in market interest rates. Finally, we have classified all of our investment portfolio as available-for-sale so as to provide flexibility in liquidity management.

We utilize a combination of analyses to monitor the Bank's exposure to changes in interest rates. The economic value of equity analysis is a model that estimates the change in net portfolio value ("NPV") over a range of interest rate scenarios. NPV is the discounted present value of expected cash flows from assets, liabilities and off-balance sheet contracts. In calculating changes in NPV, we assume estimated loan prepayment rates, reinvestment rates and deposit decay rates that seem most likely based on historical experience during prior interest rate changes.

Our net interest income analysis utilizes the data derived from the dynamic GAP analysis, described below, and applies several additional elements, including actual interest rate indices and margins, contractual limitations such as interest rate floors and caps and the US Treasury yield curve as of the balance sheet date. In addition, we apply consistent parallel yield curve shifts (in both directions) to determine possible changes in net interest income if the theoretical yield curve shifts occurred instantaneously. Net interest income analysis also adjusts the dynamic GAP repricing analysis based on changes in prepayment rates resulting from the parallel yield curve shifts.

Our dynamic GAP analysis determines the relative balance between the repricing of assets and liabilities over multiple periods of time (ranging from overnight to five years). Dynamic GAP analysis includes expected cash flows from loans and mortgage-backed securities, applying prepayment rates based on the differential between the current interest rate and the market interest rate for each loan and security type. This analysis identifies mismatches in the timing of asset and liability repricing but does not necessarily provide an accurate indicator of interest rate risk because it omits the factors incorporated into the net interest income analysis.

**Quantitative Analysis.** The following table sets forth, as of December 31, 2008, the estimated changes in the Bank's NPV and net interest income that would result from the designated instantaneous parallel shift in the US Treasury yield curve. Computations of prospective effects of hypothetical interest rate changes are based on numerous assumptions including relative levels of market interest rates, loan prepayments and deposit decay, and should not be relied upon as indicative of actual results.

<u>Change in Interest Rates (basis points)</u>	<u>Estimated Increase (decrease) in NPV</u>		<u>Decrease in Estimated Net Interest Income</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
+300	\$(2,160)	(0.91)%	\$(5,051)	(9.87)%
+200	(71)	(0.03)	(4,165)	(8.14)
+100	516	0.22	(2,310)	(4.51)
0	—	—	—	—

The Company has opted not to include an estimate for a decrease in rates at December 31, 2008 as the results are not relevant given the current targeted fed funds rate of the Federal Open Market Committee. The table set forth above indicates that at December 31, 2008, in the event of an immediate 200 basis point increase in interest rates, the Bank would be expected to experience a 0.03% decrease in NPV and a \$4.2 million decrease in net interest income. This data does not reflect any actions that we may undertake in response to changes in interest rates, such as changes in rates paid on certain deposit accounts based on local competitive factors, which could reduce the actual impact on NPV and net interest income, if any.

Certain shortcomings are inherent in the methodology used in the above interest rate risk measurements. Modeling changes in NPV and net interest income requires that we make certain assumptions that may or may not reflect the manner in which actual yields and costs respond to changes in market interest rates. The NPV and net interest income table presented above assumes that the composition of our interest-rate sensitive assets and liabilities existing at the beginning of a period remains constant over the period being measured and, accordingly, the data does not reflect any actions that we may undertake in response to changes in interest rates, such as changes in rates paid on certain deposit accounts based on local competitive factors. The table also assumes that a particular change in interest rates is reflected uniformly across the yield curve regardless of the duration to maturity or the repricing characteristics of specific assets and liabilities. Accordingly, although the NPV and net interest income table provides an indication of our sensitivity to interest rate changes at a particular point in time, such measurements are not intended to and do not provide a precise forecast of the effect of changes in market interest rates on our net interest income and will differ from actual results.

## **Liquidity Management**

**Liquidity Management – Bank.** The overall objective of our liquidity management is to ensure the availability of sufficient cash funds to meet all financial commitments and to take advantage of investment opportunities. We manage liquidity in order to meet deposit withdrawals on demand or at contractual maturity, to repay borrowings as they mature, and to fund new loans and investments as opportunities arise.

Our primary sources of funds are deposits, principal and interest payments on loans and securities, and, to a lesser extent, wholesale borrowings, the proceeds from maturing securities and short-term investments, and the proceeds from the sales of loans and securities. The scheduled amortization of loans and securities, as well as proceeds from borrowings, are predictable sources of funds. Other funding sources, however, such as deposit inflows, mortgage prepayments and mortgage loan sales are greatly influenced by market interest rates, economic conditions and competition.

Our cash flows are derived from operating activities, investing activities and financing activities as reported in the Consolidated Statements of Cash Flows in our Consolidated Financial Statements. Our primary investing activities are the origination for investment or sale of one- to four-family residential mortgage loans, the origination for investment of multi-family mortgage, nonresidential real estate, commercial leases, construction, commercial and other loans, and the purchase of investment securities and mortgage-backed securities. During the years ended December 31, 2008, 2007 and 2006, our loans originated for sale totaled \$23.4 million, \$26.6 million and \$23.9 million, respectively. During the years ended December 31, 2008, 2007 and 2006, our loans originated for investment totaled \$818.7 million, \$752.8 million and \$659.9 million, respectively. Purchases of loans totaled \$12.7 million, \$3.9 million and \$34.5 million for the years ended December 31, 2008, 2007 and 2006, respectively. Purchases of securities available-for-sale totaled \$103.0 million, \$1.446 billion and \$95.1 million for the years ended December 31, 2008, 2007 and 2006, respectively. The significantly high level of purchases in 2007 reflects the cumulative impact of investing in short-term discount notes.

These activities were funded primarily by principal repayments on loans and securities, and the sale of loans and securities. During the years ended December 31, 2008, 2007 and 2006, principal repayments on loans totaled \$810.6 million, \$807.7 million and \$614.6 million, respectively. During the years ended December 31, 2008, 2007 and 2006, principal repayments on securities available-for-sale totaled \$9.1 million, \$5.9 million and \$30.0 million, respectively. During the years ended December 31, 2008, 2007 and 2006, proceeds from maturities on securities available-for-sale totaled \$16.1 million, \$1.492 billion and \$51.8 million, respectively. During the years ended December 31, 2008, 2007 and 2006, the proceeds from the sale of loans totaled \$22.8 million, \$26.9 million and \$24.7 million, respectively. In addition, during the year ended December 31, 2007 we securitized \$23.4 million of conforming adjustable-rate residential mortgage loans. During the year ended December 31, 2006, the proceeds from the sale of securities available-for-sale totaled \$230.0 million, and the proceeds from the redemption of FHLBC common stock totaled \$9.8 million.



Loan origination commitments totaled \$40.0 million at December 31, 2008, and consisted of \$37.7 million of fixed-rate loans and \$2.3 million of adjustable-rate loans. Unused lines of credit and standby letters of credit granted to customers totaled \$167.1 million and \$2.2 million, respectively, at December 31, 2008. At December 31, 2008, commitments to sell mortgages totaled \$8.5 million.

Deposit flows are generally affected by the level of market interest rates, the interest rates and other terms and conditions on deposit products offered by our banking competitors, and other factors. We had net deposit outflows of \$3.8 million, \$56.0 million, and \$41.8 million for the years ended December 31, 2008, 2007 and 2006, respectively. At times during recent periods, we have not actively competed for higher cost deposit accounts, including certificates of deposit, choosing instead to fund loan growth from the proceeds of one- to four-family residential mortgage loans repayments. Certificates of deposit that are scheduled to mature in one year or less from December 31, 2008 totaled \$284.2 million. Based upon prior experience and our current pricing strategy, we believe that we will retain a significant portion of these deposits upon their maturities.

We anticipate that we will have sufficient funds available to meet current loan commitments and lines of credit and maturing certificates of deposit that are not renewed or extended. We generally remain fully invested and utilize additional sources of funds through FHLBC advances, of which \$188.9 million were outstanding at December 31, 2008. At December 31, 2008 we had the ability to borrow an additional \$69.8 million under our credit facilities with the FHLBC. Furthermore, we have unpledged securities that could be used to support borrowings in excess of \$42.7 million. Finally, at December 31, 2008 we had available pre-approved overnight federal funds borrowing lines of \$28.0 million and a line of credit available with the Federal Reserve Bank of Chicago of \$633,000. At December 31, 2008, there was no outstanding balance on these credit lines.

We minimize the funds required to originate one- to four-family residential mortgage loans in two ways. We sell in the secondary market virtually all of our eligible fixed-rate one- to four-family residential mortgage loans. From time to time, we also securitize the conforming adjustable-rate one- to four-family residential mortgage loans that we originate and hold the securities we receive in exchange. The resulting mortgage-backed securities that we retain on our balance sheet can be sold more readily to meet our liquidity or interest rate management needs. Because the securities carry a lower risk-weighting than the underlying loans, the securitizations also lower our regulatory capital requirements. During 2008, we did not securitize any loans.

**Liquidity Management – Company.** The liquidity needs of the Company on an unconsolidated basis consist primarily of operating expenses, dividends to stockholders and stock repurchases. The primary sources of liquidity for the Company currently are \$33.0 million of cash and cash equivalents and periodic cash dividends from the Bank.

During 2008, the Bank paid \$2.0 million of dividends to the Company. Under the rules of the OTS, the Bank is not permitted to pay dividends on its capital stock to the Company, its sole stockholder, if the dividend would reduce the Bank's stockholder's equity below the amount of the liquidation account established in connection with the Company's mutual-to-stock conversion. The Bank may pay dividends without the approval of the OTS only if the Bank meets its applicable regulatory capital requirements before and after the payment of the dividends and its total dividends do not exceed its net income to date over the calendar year in which the dividend is paid plus retained net income over the preceding two years. The OTS has discretion to prohibit permissible capital distributions on general safety and soundness grounds and must be given 30 days advance notice of all capital distributions from the Bank to the Company, including dividends.

During 2008, we used \$7.7 million of existing cash and cash equivalents to repurchase shares of our common stock and \$6.1 million of existing cash and cash equivalents to pay cash dividends to our stockholders.

As of December 31, 2008, we were not aware of any known trends, events or uncertainties that had or were reasonably likely to have a material impact on our liquidity. As of December 31, 2008, we had no other material commitments for capital expenditures.

## Capital Management

**Capital Management – Bank.** The overall objectives of our capital management are to ensure the availability of sufficient capital to support loan, deposit and other asset and liability growth opportunities and to maintain capital to absorb unforeseen losses or write-downs that are inherent in the business risks associated within the banking industry. We seek to balance the need for higher capital levels to address such unforeseen risks and the goal to achieve an adequate return on the capital invested by our stockholders.

The Bank is subject to regulatory capital requirements administered by the federal banking agencies. Failure to meet minimum capital requirements can initiate certain mandatory, and possibly additional discretionary, actions by the OTS that, if undertaken, could have a direct material effect on the Bank's financial statements. Under capital adequacy guidelines and the regulatory framework for prompt corrective action, the Bank must meet specific capital guidelines that involve quantitative measures of the Bank's assets, liabilities, and certain off-balance-sheet items as calculated under regulatory accounting practices. The Bank's capital amounts and classification are also subject to qualitative judgments by regulators about components, risk weightings, and other factors.

The prompt corrective action regulations provide five classifications, including well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized, and critically undercapitalized, although these terms are not used to represent overall financial condition. Adequately capitalized institutions require regulatory approval to accept brokered deposits. If undercapitalized, a financial institution's capital distributions, asset growth and expansion are limited, and for the submission of a capital restoration is required.

At year-end, actual capital ratios and minimum required ratios for the Bank were:

	Actual	Minimum Required for Capital Adequacy	Minimum Required to Be Well Capitalized  Under Prompt Corrective Action Provisions
	Ratio	Purposes	
<b>December 31, 2008</b>			
Total capital (to risk-weighted assets)	14.69%	8.00%	10.00%
Tier 1 (core) capital (to risk-weighted assets)	13.79	4.00	6.00
Tier 1 (core) capital (to adjusted total assets)	12.08	4.00	5.00
<b>December 31, 2007</b>			
Total capital (to risk-weighted assets)	16.54%	8.00%	10.00%
Tier 1 (core) capital (to risk-weighted assets)	15.74	4.00	6.00
Tier 1 (core) capital (to adjusted total assets)	13.95	4.00	5.00

See Note 14 – Regulatory Matters in our Consolidated Financial Statements for a reconciliation of the Bank's equity under GAAP to regulatory capital.

As of December 31, 2008 and 2007, the OTS categorized the Bank as well capitalized under the regulatory framework for prompt corrective action. There are no conditions or events since those notifications that management believes have changed the institution's capitalization category.

**Capital Management – Company.** On June 23, 2005, the Company completed its mutual-to-stock conversion and sold 24,466,250 shares of common stock in a subscription offering at \$10.00 per share and raised \$240.3 million in offering proceeds, net of offering expenses. The Company contributed \$120.9 million of the net proceeds to the Bank, paid off \$30 million of term borrowings, loaned \$19.6 million to our ESOP and retained the remaining net proceeds of approximately \$72 million. As a result of the offering, the Company has capital levels substantially above those required to support the current size and risk profile of the Company and its subsidiary, the Bank.

Total stockholders' equity totaled \$266.8 million at December 31, 2008, compared to \$291.1 million at December 31, 2007. The decrease on total stockholders' equity was primarily due to our repurchase of 549,700 shares of our

common stock at an aggregate cost of \$7.7 million, the declaration and payment of cash dividends totaling \$6.1 million, and the \$19.4 million net loss that we recorded for 2008. These items were partially offset by a \$3.5 million increase in accumulated other comprehensive income, and a \$4.4 million increase in additional paid in capital resulting from the vesting of stock-based compensation and ESOP shares earned.

The OTS has no specific quantitative capital regulations for savings and loan holding companies on either a consolidated or unconsolidated basis. There are several capital measurements that the OTS uses to evaluate the adequacy of a savings and loan holding company's capital. One measurement is the tangible capital ratio. The tangible capital ratio (the ratio of tangible capital to tangible total assets (stockholders' equity less goodwill and intangible assets divided by total assets less goodwill and intangible assets)) for the Company on a consolidated basis measures the percentage of consolidated tangible equity capital supporting our consolidated tangible total assets. The Company's tangible capital ratio was 15.48% at December 31, 2008, compared to 17.95% at December 31, 2007.

As stated in our Prospectus dated April 15, 2005, our strategy for utilizing the capital raised in the offering encompasses several components, including debt reduction, funding our ESOP, financing acquisitions, paying dividends to stockholders, repurchasing shares of our common stock and for other general corporate purposes.

Our Board of Directors has authorized the repurchase of up to 5,047,423 shares of our common stock. The authorization permits shares to be repurchased in open market or negotiated transactions, and pursuant to any trading plan that may be adopted in accordance with Rule 10b5-1 of the Securities and Exchange Commission. The authorization may be utilized at management's discretion, subject to the limitations set forth in Rule 10b-18 of the Securities and Exchange Commission and other applicable legal requirements, and to price and other internal limitations established by the Board of Directors. The repurchase authorization will expire on May 15, 2009, unless extended by the Board of Directors. As of December 31, 2008, the Company had repurchased 3,604,923 shares of its common stock out of the 5,047,423 shares that have been authorized for repurchase.

### **Off-Balance Sheet Arrangements and Aggregate Contractual Obligations**

**Commitments.** As a financial services provider, we routinely are a party to various financial instruments with off-balance-sheet risks, such as commitments to extend credit, standby letters of credit, unused lines of credit and commitments to sell loans. While these contractual obligations represent our future cash requirements, a significant portion of commitments to extend credit may expire without being drawn upon. Such commitments are subject to the same credit policies and approval process afforded to loans that we make. Although we consider commitments to extend credit in determining our allowance for loan losses, at December 31, 2008, we had made no provision for losses on commitments to extend credit, and had no specific or general allowance for losses on such commitments, as we have had no historical loss experience with commitments to extend credit and we believed that no probable and reasonably estimable losses were inherent in our portfolio as a result of our commitments to extend credit. For additional information, see Note 15, "Loan Commitments and Other Related Activities," to our Consolidated Financial Statements.

**Contractual Obligations.** In the ordinary course of our operations, we enter into certain contractual obligations. Such obligations include operating leases for premises and equipment.

The following table summarizes our significant fixed and determinable contractual obligations and other funding needs by payment date at December 31, 2008. The payment amounts represent those amounts due to the recipient and do not include any unamortized premiums or discounts or other similar carrying amount adjustments.

	Payments Due by Period				Total
	Less than One Year	One to Three Years	Three to Five Years	More than Five Years	
<b><u>Contractual Obligations</u></b>					
	(Dollars in thousands)				
Certificates of deposit	\$284,242	\$ 86,884	\$3,366	\$ —	\$374,492
Borrowings	169,300	31,050	—	—	200,350
Standby letters of credit	1,970	214	40	—	2,224
Operating leases	465	780	750	7,214	9,209
<b>Total</b>	<b><u>\$455,977</u></b>	<b><u>\$118,928</u></b>	<b><u>\$4,156</u></b>	<b><u>\$7,214</u></b>	<b><u>\$586,275</u></b>
Commitments to extend credit	<u>\$207,093</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$207,093</u>

**ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK**

For information regarding market risk see Item 7- “Management’s Discussion and Analysis of Financial Conditions and Results of Operation” – Management of Interest Rate Risk.

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**ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA****REPORT OF MANAGEMENT ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

Management of BankFinancial Corporation is responsible for establishing and maintaining effective internal control over financial reporting.

Management evaluates the effectiveness of internal control over financial reporting and tests for reliability of recorded financial information through a program of ongoing internal audits. Any system of internal control, no matter how well designed, has inherent limitations, including the possibility that a control can be circumvented or overridden and misstatements due to error or fraud may occur and not be detected. Also, because of changes in conditions, internal control effectiveness may vary over time. Accordingly, even an effective system of internal control will provide only reasonable assurance with respect to financial statement preparation.

The Company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America. The Company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Management assessed the Company's internal control over financial reporting as of December 31, 2008, as required by Section 404 of the Sarbanes-Oxley Act of 2002, based on the criteria for effective internal control over financial reporting described in the "Internal Control-Integrated Framework," adopted by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this assessment, management concludes that, as of December 31, 2008, the Company's internal control over financial reporting is effective.

The Company's independent registered public accounting firm has issued their report on the effectiveness of the Company's internal control over financial reporting. That report follows under the heading, Report of Independent Registered Public Accounting Firm.

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F. Morgan Gasior  
Chairman of the Board, Chief Executive Officer and President

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Paul A. Cloutier  
Executive Vice President and Chief Financial Officer

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have audited the accompanying statements of financial condition of BankFinancial Corporation (the Company) as of December 31, 2008 and 2007, and the related statements of operations, changes in stockholders' equity and comprehensive income (loss), and cash flows for each of the years in the three-year period ended December 31, 2008. We also have audited the Company's internal control over financial reporting as of December 31, 2008, based on criteria established in *Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO)*. The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on these financial statements and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design, and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of BankFinancial Corporation as of December 31, 2008 and 2007, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2008 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2008, based on criteria established in *Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO)*.

Crowe Horwath LLP

Oak Brook, Illinois  
February 20, 2009

**BANKFINANCIAL CORPORATION**  
**CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION**

December 31, 2008 and 2007  
(In thousands, except share and per share data)

	December 31, 2008	December 31, 2007
<b>ASSETS</b>		
Cash and due from other financial institutions	\$ 29,213	\$ 28,279
Interest-bearing deposits in other financial institutions	116	669
Cash and cash equivalents	29,329	28,948
Securities available-for-sale, at fair value	124,919	77,049
Loans held-for-sale	872	173
Loans receivable, net of allowance for loan losses:		
December 31, 2008, \$14,746; and December 31, 2007, \$11,051	1,267,968	1,253,999
Stock in Federal Home Loan Bank, at cost	15,598	15,598
Premises and equipment, net	34,565	34,487
Accrued interest receivable	6,732	7,090
Goodwill	22,566	22,566
Core deposit intangible	5,985	7,769
Bank Owned Life Insurance	20,171	19,585
Other assets	25,996	13,280
Total assets	<u>\$1,554,701</u>	<u>\$1,480,544</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Liabilities</b>		
Deposits	1,069,855	1,073,650
Borrowings	200,350	96,433
Advance payments by borrowers taxes and insurance	8,104	7,488
Accrued interest payable and other liabilities	9,601	11,836
Total liabilities	1,287,910	1,189,407
Commitments and contingent liabilities		
<b>Stockholders' equity</b>		
Preferred Stock, \$0.01 par value, 25,000,000 shares authorized, none issued or outstanding	—	—
Common Stock, \$0.01 par value, shares authorized: 100,000,000; shares issued at December 31, 2008, 21,694,177; and at December 31, 2007, 22,244,477	217	222
Additional paid-in capital	195,119	198,449
Retained earnings, substantially restricted	88,279	113,802
Unearned Employee Stock Ownership Plan shares	(16,148)	(17,126)
Accumulated other comprehensive loss	(676)	(4,210)
Total stockholders' equity	266,791	291,137
Total liabilities and stockholders' equity	<u>\$1,554,701</u>	<u>\$1,480,544</u>

See accompanying notes to consolidated financial statements.

**BANKFINANCIAL CORPORATION**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

Years ended December 31, 2008, 2007, and 2006  
(In thousands, except per share data)

	2008	2007	2006
Interest and dividend income			
Loans, including fees	\$ 73,983	\$ 85,601	\$ 83,502
Securities	3,893	5,056	9,184
Other	84	1,296	1,400
Total interest income	77,960	91,953	94,086
Interest expense			
Deposits	22,033	33,446	29,957
Borrowings	3,634	4,858	7,532
Total interest expense	25,667	38,304	37,489
<b>Net interest income</b>	52,293	53,649	56,597
Provision (credit) for loan losses	5,092	697	(136)
<b>Net interest income after provision (credit) for loan losses</b>	47,201	52,952	56,733
Noninterest income			
Deposit service charges and fees	3,571	3,606	4,198
Other fee income	1,944	1,939	1,916
Insurance commissions and annuities income	794	1,007	1,321
Gain on sale of loans	118	126	246
Gain on sale of securities	1,385	399	101
Gain on unredeemed VISA stock	1,240	—	—
Gain (loss) on disposition of premises and equipment	(302)	9	395
Loan servicing fees	771	811	938
Amortization and impairment of servicing assets	(524)	(396)	(448)
Operations of real estate owned	(434)	(17)	(45)
Earnings on Bank Owned Life Insurance	586	585	—
Other	835	1,579	1,887
Total noninterest income	9,984	9,648	10,509
Noninterest expense			
Compensation and benefits	30,535	32,276	34,454
Office occupancy and equipment	6,874	5,949	5,602
Advertising and public relations	1,361	1,412	1,193
Information technology	3,662	3,241	3,341
Supplies, telephone, and postage	2,070	2,109	2,100
Amortization of intangibles	1,784	1,879	1,873
VISA litigation	—	1,240	—
Loss on impairment of securities available-for-sale	35,919	—	—
Loss on early extinguishment of borrowings	1,975	—	—
Other	4,442	4,376	3,807
Total noninterest expense	88,622	52,482	52,370
<b>Income (loss) before income taxes</b>	(31,437)	10,118	14,872
Income tax expense (benefit)	(12,048)	2,963	4,826
<b>Net income (loss)</b>	<u>\$ (19,389)</u>	<u>\$ 7,155</u>	<u>\$ 10,046</u>
Basic earnings (loss) per common share	<u>\$ (0.98)</u>	<u>\$ 0.35</u>	<u>\$ 0.45</u>
Diluted earnings (loss) per common share	<u>\$ (0.98)</u>	<u>\$ 0.35</u>	<u>\$ 0.45</u>
Weighted average common shares outstanding	19,818,895	20,659,587	22,368,032
Diluted weighted average common shares outstanding	19,818,895	20,659,587	22,372,228

See accompanying notes to consolidated financial statements.



**BANKFINANCIAL CORPORATION**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY AND**  
**COMPREHENSIVE INCOME (LOSS)**

Years ended December 31, 2008, 2007, and 2006

(In thousands)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Unearned Employee Stock Ownership Plan Shares	Accumulated Other Comprehensive Income (Loss)	Total	Comprehensive Income (Loss)
<b>Balance at December 31, 2005</b>	\$ 245	\$240,235	\$107,528	\$(19,084)	\$ (147)	\$328,777	
Comprehensive income:							
Net income	—	—	10,046	—	—	10,046	\$ 10,046
Change in other comprehensive income (loss), net of tax effects	—	—	—	—	3,155	3,155	3,155
<b>Total comprehensive income</b>							<b>\$ 13,201</b>
Purchase and retirement of common stock (977,300 shares)	(10)	(17,280)	—	—	—	(17,290)	
Nonvested stock awards:							
Issuance of shares of restricted stock (816,000 shares)	8	(8)	—	—	—	—	
Stock-based compensation expense	—	4,030	—	—	—	4,030	
Cash dividends declared on common stock (\$0.18 per share)	—	—	(4,446)	—	—	(4,446)	
ESOP shares earned	—	764	—	979	—	1,743	
<b>Balance at December 31, 2006</b>	<u>\$ 243</u>	<u>\$227,741</u>	<u>\$113,128</u>	<u>\$(18,105)</u>	<u>\$ 3,008</u>	<u>\$326,015</u>	
Comprehensive income (loss):							
Net income	—	—	7,155	—	—	7,155	\$ 7,155
Change in other comprehensive income (loss), net of tax effects	—	—	—	—	(7,218)	(7,218)	(7,218)
<b>Total comprehensive income (loss)</b>							<b>\$ (63)</b>
Purchase and retirement of common stock (2,077,923 shares)	(21)	(33,936)	—	—	—	(33,957)	
Nonvested stock awards:							
Issuance of shares of restricted stock (17,450 shares)	—	—	—	—	—	—	
Stock-based compensation expense	—	4,075	—	—	—	4,075	
Cash dividends declared on common stock (\$0.28 per share)	—	—	(6,481)	—	—	(6,481)	
ESOP shares earned	—	569	—	979	—	1,548	
<b>Balance at December 31, 2007</b>	<u>\$ 222</u>	<u>\$198,449</u>	<u>\$113,802</u>	<u>\$(17,126)</u>	<u>\$ (4,210)</u>	<u>\$291,137</u>	

See accompanying notes to consolidated financial statements.

**BANKFINANCIAL CORPORATION**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY AND**  
**COMPREHENSIVE INCOME (LOSS)**

Years ended December 31, 2008, 2007, and 2006

(In thousands)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Unearned Employee Stock Ownership Plan Shares	Accumulated Other Comprehensive Income (Loss)	Total	Comprehensive Income (Loss)
<b>Balance at December 31, 2007</b>	\$ 222	\$198,449	\$113,802	\$(17,126)	\$ (4,210)	\$291,137	
Comprehensive income:							
Net loss	—	—	(19,389)	—	—	(19,389)	\$ (19,389)
Change in other comprehensive income, net of tax effects	—	—	—	—	3,534	3,534	3,534
<b>Total comprehensive loss</b>							<b>\$ (15,855)</b>
Purchase and retirement of common stock (549,700 shares)	(5)	(7,732)	—	—	—	(7,737)	
Nonvested stock awards:							
Stock-based compensation expense	—	4,383	—	—	—	4,383	
Cash dividends declared on common stock (\$0.28 per share)	—	—	(6,134)	—	—	(6,134)	
ESOP shares earned	—	19	—	978	—	997	
<b>Balance at December 31, 2008</b>	<b>\$ 217</b>	<b>\$195,119</b>	<b>\$ 88,279</b>	<b>\$(16,148)</b>	<b>\$ (676)</b>	<b>\$266,791</b>	

See accompanying notes to consolidated financial statements.

**BANKFINANCIAL CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
Years ended December 31, 2008, 2007, and 2006  
(In thousands)

	2008	2007	2006
<b>Cash flows from operating activities</b>			
Net income (loss)	\$ (19,389)	\$ 7,155	\$ 10,046
Adjustments to reconcile to net income to net cash From operating activities			
Provision (credit) for loan losses	5,092	697	(136)
ESOP shares earned	997	1,548	1,743
Stock-based compensation expense	4,125	4,075	4,030
Depreciation and amortization	3,945	3,863	3,441
Amortization of premiums and discounts on securities and loans	(41)	(319)	(3)
Amortization of core deposit and other intangible assets	1,769	1,874	1,888
Amortization and impairment of servicing assets	524	396	448
Net change in net deferred loan origination costs	174	338	117
Net loss on sale of real estate owned	253	—	18
Net gain on sale of loans	(118)	(126)	(246)
Net gain on sale of securities	(1,385)	(399)	(101)
Loss on impairment of securities available-for-sale	35,919	—	—
Gain on unredeemed VISA stock	(1,240)	—	—
Net loss (gain) disposition of premises and equipment	302	(9)	(395)
Loans originated for sale	(23,395)	(26,637)	(23,888)
Proceeds from sale of loans	22,814	26,888	24,711
Net change in:			
Deferred income tax	(14,396)	(438)	2,458
Accrued interest receivable	358	779	(721)
BOLI Income	(586)	(585)	—
Other assets	(3,513)	(1,989)	(2,287)
Accrued interest payable and other liabilities	(792)	623	(7,725)
Net cash from operating activities	11,417	17,734	13,398
<b>Cash flows from investing activities</b>			
Securities available-for-sale			
Proceeds from sales	1,385	399	229,990
Proceeds from maturities	16,113	1,492,371	51,839
Proceeds from principal repayments	9,051	5,866	30,001
Purchases of securities	(103,018)	(1,445,649)	(95,086)
Loans receivable			
Principal payments on loans receivable	810,643	807,683	614,604
Purchases of loans	(12,680)	(3,848)	(34,455)
Originated for investment	(818,656)	(752,752)	(659,864)
Proceeds from redemption of stock in Federal Home Loan Bank	—	—	9,836
Investment BOLI	—	(19,000)	—
Proceeds from sale of real estate owned	2,274	—	114
Purchase of premises and equipment, net	(3,015)	(2,115)	(1,154)
Cash paid, net of cash and cash equivalents, in acquisition	—	—	(13,368)
Net cash from investing activities	(97,903)	82,955	132,457

(Continued)

**BANKFINANCIAL CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
Years ended December 31, 2008, 2007, and 2006  
(In thousands)

	<u>2008</u>	<u>2007</u>	<u>2006</u>
<b>Cash flows from financing activities</b>			
Net change in deposits	\$ (3,795)	\$ (55,952)	\$ (41,812)
Net change in advance payments by borrowers for taxes and insurance	616	(973)	244
Net change in borrowings	103,917	(41,715)	(53,240)
Repurchase and retirement of common stock	(7,737)	(33,957)	(17,290)
Cash dividends paid on common stock	(6,134)	(6,481)	(4,446)
Net cash from financing activities	<u>86,867</u>	<u>(139,078)</u>	<u>(116,544)</u>
Net change in cash and cash equivalents	381	(38,389)	29,311
Beginning cash and cash equivalents	<u>28,948</u>	<u>67,337</u>	<u>38,026</u>
<b>Ending cash and cash equivalents</b>	<u><u>\$ 29,329</u></u>	<u><u>\$ 28,948</u></u>	<u><u>\$ 67,337</u></u>
<b>Supplemental disclosures:</b>			
Interest paid	\$ 25,902	\$ 38,508	\$ 37,366
Income taxes paid	3,575	3,492	3,670
Loans transferred to other real estate	2,967	820	—
Loans securitized to securities	—	23,482	—
Due to broker	—	158	—
<b>Supplemental Disclosures of Noncash Investing Activities – Acquisition</b>			
Noncash assets acquired:			
Investment securities available for sale	\$ —	\$ —	\$ 81,014
Loans, net	—	—	17,782
Premises and equipment, net	—	—	2,878
Goodwill, net	—	—	11,714
Other intangible assets, net	—	—	3,272
Other assets	—	—	999
Total noncash assets acquired	<u>—</u>	<u>—</u>	<u>117,659</u>
Liabilities assumed:			
Deposits	\$ —	\$ —	\$ 103,485
Accrued expenses and other liabilities	—	—	806
Total liabilities assumed	<u>—</u>	<u>—</u>	<u>104,291</u>
Cash paid, net of cash and cash equivalents, in acquisition	<u><u>\$ —</u></u>	<u><u>\$ —</u></u>	<u><u>\$ 13,368</u></u>

See accompanying notes to consolidated financial statements.

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BANKFINANCIAL CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Table amounts in thousands, except share and per share data)

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation** : BankFinancial Corporation, a Maryland corporation headquartered in Burr Ridge, Illinois (the “Company”), is the owner of all of the issued and outstanding capital stock of BankFinancial, F.S.B. (the “Bank”). On March 15, 2008, Financial Assurance Services, Inc. (“Financial Assurance”), a wholly-owned subsidiary of the Bank, completed the sale of its title insurance agency business to a newly formed, third-party title insurance agency. The sale of the title insurance agency business does not affect the Bank’s other insurance businesses, such as the property, casualty and life insurance and fixed annuity products that the Bank sells through Financial Assurance. The transaction had no material impact on the Company’s total assets, stockholders’ equity or net income.

**Principles of Consolidation** : The consolidated financial statements include the accounts of and transactions of BankFinancial Corporation, the Maryland corporation, the Bank, and the Bank’s wholly-owned subsidiaries, Financial Assurance Services, Inc. and BankFinancial Asset Recovery Corporation (collectively, “the Company”). All significant intercompany accounts and transactions have been eliminated.

**Nature of Business** : The Company’s revenues, operating income, and assets are primarily from the banking industry. All of the Company’s banking operations are considered by management to be aggregated in one reportable operating segment for financial reporting purposes as defined by SFAS No. 131, *Disclosures about Segments of an Enterprise and Related Information*. Loan origination customers are mainly located in the greater Chicago metropolitan area. To supplement loan originations, the Company purchases mortgage loans for which the underlying collateral is predominantly located in Illinois. The loan portfolio is concentrated in loans that are primarily secured by real estate.

**Use of Estimates** : To prepare financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”), management makes estimates and assumptions based on available information. These estimates and assumptions affect the amounts reported in the financial statements and the disclosures provided, and future results could differ. The allowance for loan losses, mortgage servicing rights, stock-based compensation, impairment of securities and fair value of financial instruments are particularly subject to change.

**Interest-bearing Deposits in Other Financial Institutions** : Interest-bearing deposits in other financial institutions maturing in less than 90 days are carried at cost.

**Cash Flows** : Cash and cash equivalents include cash, deposits with other financial institutions maturing in less than 90 days, and daily federal funds sold. Net cash flows are reported for customer loan and deposit transactions, interest bearing deposits in other financial institutions, borrowings, and advance payments by borrowers for taxes and insurance.

**Securities** : Debt securities are classified as available-for-sale when they might be sold before maturity. Equity securities with readily determinable fair values are classified as available-for-sale. Securities available-for-sale are carried at fair value, with unrealized holding gains and losses reported in other comprehensive income (loss), net of tax. Interest income includes amortization of purchase premium or discount. Premiums and discounts on securities are amortized on the level-yield method without anticipating prepayments, except for mortgage-backed securities where prepayments are anticipated. Gains and losses on sales are based on the amortized cost of the security sold. Declines in the fair value of securities below their cost that are other-than-temporary are reflected as realized losses. In determining if losses are other-than-temporary, management follows the guidance set forth in Securities and Exchange Commission Codification of Staff Accounting Bulletins, Topic 5: Miscellaneous Accounting – Item M, Other-Than-Temporary Impairment of Certain Investments in Debt and Equity Securities (“Topic 5 – Item M”), and considers: (1) the length of time and extent that fair value has been less than cost or adjusted cost, as applicable, (2) the financial condition and near term prospects of the issuer, and (3) the Company’s ability and intent to hold the security for a period sufficient to allow for any anticipated recovery in fair value.

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BANKFINANCIAL CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Table amounts in thousands, except share and per share data)

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Federal Home Loan Bank Stock** : The Bank is a member of the FHLB system. Members are required to own a certain amount of stock based on the level of borrowings and other factors, and may invest in additional amounts. FHLBC stock is carried at cost and classified as a restricted security. The FHLBC stock is accounted for in accordance with the AICPS Statement of Position (“SOP”) No. 01-6, *Accounting by Certain Entities that Lend to or Finance the Activities of Others*. SOP 01-6 provides that, for impairment testing purposes, the value of long term investments such as our FHLBC common stock is based on the “ultimate recoverability” of the par value of the security without regard to temporary declines in value. Both cash and stock dividends are reported as income.

**Loans Held for Sale** : Mortgage loans originated and intended for sale in the secondary market are carried at the lower of aggregate cost or estimated fair market value, as determined by outstanding commitments from investors. Net unrealized losses, if any, are recorded as a valuation allowance and charged to earnings.

Mortgage loans held for sale are generally sold with servicing rights retained. The carrying value of mortgage loans sold is reduced by the fair value of the servicing right. Gains and losses on sales of mortgage loans are based on the difference between the selling price and the carrying value of the related loan sold.

**Loans and Loan Income** : Loans that management has the intent and ability to hold for the foreseeable future or until maturity or payoff are reported at the principal balance outstanding, net of the allowance for loan losses, premiums and discounts on loans purchased, and net deferred loan costs. Interest income on loans is recognized in income over the term of the loan based on the amount of principal outstanding.

Premiums and discounts associated with loans purchased are amortized over the contractual term of the loan using the level-yield method.

Interest income is reported on the interest method and includes amortization of net deferred loan fees and costs over the contractual loan term, adjusted for prepayments. Interest income is discontinued at the time the loan is 90 days delinquent unless the loan is well-secured and in process of collection. Past due status is based on the contractual terms of the loan. In all cases, loans are placed on nonaccrual or charged off at an earlier date if collection of principal or interest is considered doubtful.

All interest accrued but not received for loans placed on nonaccrual status is reversed against interest income. Interest received on such loans is accounted for on the cash-basis or cost-recovery method, until qualifying for return to accrual. Loans are returned to accrual status when all the principal and interest amounts contractually due are brought current and future payments are reasonably assured.

**Allowance for Loan Losses** : The allowance for loan losses is a valuation allowance for probable incurred credit losses. Loan losses are charged against the allowance when management believes the uncollectibility of a loan balance is confirmed. Subsequent recoveries, if any, are credited to the allowance. Management estimates the allowance balance required using past loan loss experience; the nature and volume of the portfolio; information about specific borrower situations; and estimated collateral values, economic conditions, and other factors. Allocations of the allowance may be made for specific loans, but the entire allowance is available for any loan that, in management’s judgment, should be charged off.

The allowance consists of specific and general components. The specific component relates to loans that are individually classified as impaired or loans otherwise classified as substandard or doubtful. The general component covers nonclassified loans and is based on historical loss experience adjusted for current factors.

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BANKFINANCIAL CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Table amounts in thousands, except share and per share data)

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

A loan is impaired when full payment under the loan terms is not expected. Multi-family, nonresidential, commercial and commercial real estate loans are individually evaluated for impairment. If a loan is impaired, a portion of the allowance is allocated so that the loan is reported, net, at the present value of estimated future cash flows using the loan's existing rate or at the fair value of collateral if repayment is expected solely from the collateral. Large groups of smaller balance homogeneous loans, such as consumer and residential real estate loans, are collectively evaluated for impairment, and accordingly, they are not separately identified for impairment disclosures.

**Mortgage Servicing Rights** : Mortgage servicing rights are recognized separately when they are acquired through sales of loans. For sales of mortgage loans prior to January 1, 2007, a portion of the cost of the loan was allocated to the servicing right based on relative fair values. The Company adopted SFAS No. 156, *Accounting for Servicing of Financial Assets*, on January 1, 2007, and for sales of mortgage loans beginning in 2007, servicing rights are initially recorded at fair value with the income statement effect recorded in gains on sales of loans. Fair value is based on market prices for comparable mortgage servicing contracts, when available, or alternatively, is based on a valuation model that calculates the present value of estimated future net servicing income. The valuation model incorporates assumptions that market participants would use in estimating future net servicing income, such as the servicing cost per loan, the discount rate, the escrow float rate, an inflation rate, ancillary income, prepayment speeds and default rates and losses. The Company compares the valuation model inputs and results to published industry data in order to validate the model results and assumptions. All classes of servicing assets are subsequently measured using the amortization method which requires servicing rights to be amortized into non-interest income in proportion to, and over the period of, the estimated future net servicing income of the underlying loans.

Servicing assets are evaluated for impairment based upon the fair value of the rights as compared to carrying amount. Impairment is determined by stratifying rights into groupings based on predominant risk characteristics, such as interest rate, loan type and investor type. Impairment is recognized through a valuation allowance for an individual grouping, to the extent that fair value is less than the carrying amount. If the Company later determines that all or a portion of the impairment no longer exists for a particular grouping, a reduction of the allowance may be recorded as an increase to income. Changes in valuation allowances are reported with amortization and impairment of servicing assets on the income statement. The fair values of servicing rights are subject to significant fluctuations as a result of changes in estimated and actual prepayment speeds and default rates and losses.

Servicing fee income that is reported on the statement of operations as loan servicing fees is recorded for fees earned for servicing loans. The fees are based on a contractual percentage of the outstanding principal; or a fixed amount per loan and are recorded as income when earned. Late fees and ancillary fees related to loan servicing are not material.

**Real Estate Owned** : Real estate properties acquired in collection of a loan are initially recorded at fair value less cost to sell at acquisition, establishing a new cost basis. If fair value declines subsequent to foreclosure, a valuation allowance is recorded through expense. Expenses, gains and losses on disposition, and changes in the valuation allowance are reported in noninterest income as operations of real estate owned.

**Premises and Equipment** : Land is carried at cost. Premises and equipment are stated at cost less accumulated depreciation. Depreciation is included in noninterest expense and is computed on the straight-line method over the estimated useful lives of the assets. Useful lives are estimated to be 25 to 40 years for buildings and improvements that extend the life of the original building, ten to 20 years for routine building improvements, five to 15 years for furniture and equipment, two to five years for computer hardware and software and no greater than four years on automobiles. The cost of maintenance and repairs is charged to expense as incurred and significant repairs are capitalized.

**Goodwill and Other Intangible Assets** : Goodwill results from business acquisitions and represents the excess of the purchase price over the fair value of acquired tangible assets and liabilities and identifiable intangible assets.

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BANKFINANCIAL CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Table amounts in thousands, except share and per share data)

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Goodwill is assessed at least annually for impairment and any such impairment will be recognized in the period identified. There was no impairment to goodwill for the years ended December 31, 2008, 2007 and 2006.

Other intangible assets consist of core deposit intangible assets arising from whole bank acquisitions. They are initially measured at fair value and then are amortized on an accelerated method over their estimated useful lives.

**Bank Owned Life Insurance** : The Company has purchased life insurance policies on certain key executives. In accordance with EITF 06-5 the Company owned life insurance is recorded at the amount that can be realized under the insurance contract at the balance sheet date, which is the cash surrender value adjusted for other charges or other amounts due that are probable at settlement.

**Long-Term Assets** : Premises and equipment, core deposit and other intangible assets, and other long-term assets are reviewed for impairment when events indicate that their carrying amount may not be recoverable from future undiscounted cash flows. If impaired, the assets are recorded at fair value.

**Loan Commitments and Related Financial Instruments** : Financial instruments include off-balance-sheet credit instruments, such as commitments to make loans and commercial letters of credit, issued to meet customer financing needs. The face amount for these items represents the exposure to loss, before considering customer collateral or ability to repay. Such financial instruments are recorded when they are funded.

**Income Taxes** : Income tax expense is the sum of the current year income tax due or refundable and the change in the deferred tax assets and liabilities. Deferred tax assets and liabilities are the expected future tax consequences of temporary differences between the carrying amounts and tax basis of assets and liabilities, computed using enacted tax rates. A valuation allowance, if needed, reduces deferred tax assets to the amount expected to be realized.

The Company adopted FASB Interpretation No. 48, Accounting for Uncertainty in Income Taxes (“FIN 48”), as of January 1, 2007. A tax position is recognized as a benefit only if it is “more likely than not” that the tax position would be sustained in a tax examination, presuming that a tax examination will occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely to be realized on examination. For tax positions not meeting the “more likely than not” test, no tax benefit is recorded. The adoption had no material effect on the Company’s financial statements. At December 31, 2008 the Company had unrecognized tax benefits of \$173,000. The Company and its subsidiary are subject to U.S. federal income tax as well as income tax of the State of Illinois. The Company is no longer subject to examination by these taxing authorities for years before 2005 for federal income tax and 2006 for the State of Illinois. The Company does not expect the total amount of unrecognized tax benefits to significantly increase in the next twelve months.

The Company recognizes interest and/or penalties related to income tax matters in income tax expense. At December 31, 2008, the Company had recorded a cumulative accrual of \$25,000 pursuant to FIN 48 for potential interest and penalties.

**Retirement Plans** : Employee 401(k) and profit sharing plan expense is the amount of matching contributions and any annual discretionary contribution made at the discretion of the Company’s Board of Directors. Deferred compensation expense allocates the benefits over years of service.

**Employee Stock Ownership Plan (“ESOP”)** : The cost of shares issued to the ESOP, but not yet allocated to participants, is shown as a reduction of stockholders’ equity. Compensation expense is based on the market price of shares as they are committed to be released to participant accounts. Dividends on allocated ESOP shares reduce retained earnings; dividends on unearned ESOP shares reduce debt and accrued interest.



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BANKFINANCIAL CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Table amounts in thousands, except share and per share data)

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Earnings (Loss) Per Common Share** : Basic earnings (loss) per common share is net income (loss) divided by the weighted average number of common shares outstanding during the period. ESOP shares are considered outstanding for this calculation unless unearned. Dilutive earnings (loss) per common share is net income (loss) divided by the weighted average number of common shares outstanding during the period plus the dilutive effect of restricted stock shares and the additional potential shares issuable under stock options.

**Loss Contingencies** : Loss contingencies, including claims and legal actions arising in the ordinary course of business, are recorded as liabilities when the likelihood of loss is probable and an amount or range of loss can be reasonably estimated. Management does not believe that there are such matters that will have a material effect on the financial statements as of December 31, 2008.

**Restrictions on Cash** : Cash on hand or on deposit with the Federal Reserve Bank of \$11.8 million and \$14.7 million was required to meet regulatory reserve and clearing requirements at December 31, 2008 and 2007, respectively. These balances do not earn interest.

**Fair Values of Financial Instruments** : Fair values of financial instruments are estimated using relevant market value information and other assumptions, as more fully disclosed in a separate note. Fair value estimates involve uncertainties and matters of significant judgment regarding interest rates, credit risk, prepayments, and other factors, especially in the absence of broad markets for particular items. Changes in assumptions or in market conditions could significantly affect the estimates.

**Comprehensive Income (Loss)** : Comprehensive income (loss) consists of net income (loss) and other comprehensive income (loss). Other comprehensive income (loss) includes unrealized gains and losses on securities available-for-sale, which are also recognized as separate components of stockholders' equity.

**Stock-based Compensation**: Compensation cost is recognized for stock options and restricted stock awards issued to employees, based on the fair value of these awards at the date of grant. The Black-Scholes model is utilized to estimate the fair value of stock options, while the market price of the Company's common stock at the date of grant is used for restricted stock awards. Compensation cost is recognized over the required service period, generally defined as the vesting period.

**Transfers of Financial Assets**: Transfers of financial assets are accounted for as sales when control over the assets has been relinquished. Control over transferred assets is deemed to be surrendered when the assets have been isolated from the Company, the transferee obtains the right (free of conditions that constrain it from taking advantage of that right) to pledge or exchange the transferred assets, and the Company does not maintain effective control over the transferred assets through an agreement to repurchase them before their maturity.

**Reclassifications** : Certain reclassifications have been made in the prior year's financial statements to conform to the current year's presentation.

**Newly Issued Accounting Standards:**

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities* . The standard provides companies with an option to report selected financial assets and liabilities at fair value and establishes presentation and disclosure requirements designed to facilitate comparisons between companies that choose different measurement attributes for similar types of assets and liabilities. The new standard was effective for the Company on January 1, 2008. The Company did not elect the fair value option for any financial assets or financial liabilities as of January 1, 2008.

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

In September 2006, the FASB Emerging Issues Task Force finalized Issue No. 06-4, *Accounting for Deferred Compensation and Postretirement Benefit Aspects of Endorsement Split-Dollar Life Insurance Arrangements*. This issue requires that a liability be recorded during the service period when a split-dollar life insurance agreement continues after participants' employment or retirement. The required accrued liability will be based on either the post-employment benefit cost for the continuing life insurance or based on the future death benefit depending on the contractual terms of the underlying agreement. The impact of adoption in 2008 did not have a material impact on the Company's consolidated financial position or results of operations.

In September 2006, the FASB issued SFAS No. 157, *Fair Value Measurements*. This Statement defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. This Statement establishes a fair value hierarchy about the assumptions used to measure fair value and clarifies assumptions about risk and the effect of a restriction on the sale or use of an asset. The standard is effective for fiscal years beginning after November 15, 2007. In February 2008, the FASB issued Staff Position ("FSP") 157-2, *Effective Date of FASB Statement No. 157*. This FSP delays the effective date of SFAS 157 for all nonfinancial assets and nonfinancial liabilities, except those that are recognized or disclosed at fair value on a recurring basis (at least annually) to fiscal years beginning after November 15, 2008, and interim periods within those fiscal years. In October 2008, the FASB issued FSP 157-3, *Determining the Fair Value of a Financial Asset when the Market for That Asset Is Not Active*. This FSP clarifies the application of FAS 157 in a market that is not active. The impact of adoption was not material.

On November 5, 2007, the SEC issued Staff Accounting Bulletin No. 109, *Written Loan Commitments Recorded at Fair Value through Earnings* ("SAB 109"). Previously, SAB 105, *Application of Accounting Principles to Loan Commitments*, stated that in measuring the fair value of a derivative loan commitment, a company should not incorporate the expected net future cash flows related to the associated servicing of the loan. SAB 109 supersedes SAB 105 and indicates that the expected net future cash flows related to the associated servicing of the loan should be included in measuring fair value for all written loan commitments that are accounted for at fair value through earnings. SAB 105 also indicated that internally-developed intangible assets should not be recorded as part of the fair value of a derivative loan commitment, and SAB 109 retains that view. SAB 109 is effective for derivative loan commitments issued or modified in fiscal quarters beginning after December 15, 2007. The impact of adoption in 2008 did not have a material impact on the Company's consolidated financial position or results of operations.

In December 2007, the FASB issued SFAS No. 141 (revised 2007), *Business Combinations* ("SFAS 141(R)"), which establishes principles and requirements for how an acquirer recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest in an acquiree, including the recognition and measurement of goodwill acquired in a business combination. SFAS No. 141(R) is effective for fiscal years beginning on or after December 15, 2008. Earlier adoption is prohibited. The adoption of this standard is not applicable unless the Company enters into a business combination.

In December 2007, the FASB issued SFAS No. 160, *Noncontrolling Interest in Consolidated Financial Statements, an amendment of ARB No. 51* which will change the accounting and reporting for minority interests, which will be recharacterized as noncontrolling interests and classified as a component of equity within the consolidated balance sheets. SFAS No. 160 is effective as of the beginning of the first fiscal year beginning on or after December 15, 2008. Earlier adoption is prohibited and the Company does not expect the adoption of SFAS No. 160 to have a significant impact on its results of operations or financial position.

In March 2008, the FASB issued SFAS No. 161, *Disclosures about Derivative Instruments and Hedging Activities, an amendment of SFAS No. 133*. FAS No. 161 amends and expands the disclosure requirements of SFAS No. 133 for derivative instruments and hedging activities. FAS No. 161 requires qualitative disclosure about objectives and strategies for using derivative and hedging instruments, quantitative disclosures about fair value amounts of the instruments and gains and losses on such instruments, as well as disclosures about credit-risk features in derivative agreements. SFAS No. 161 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008, with early application encouraged. The adoption of this standard is not expected to have a material effect on the Company's results of operations or financial position.

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**NOTE 2 – ACQUISITIONS**

On April 5, 2006, the Company acquired University National Bank, a privately held community bank with approximately \$113 million in assets, including \$10.7 million in cash and cash equivalents, and \$104 million in deposits, and two banking offices in the Hyde Park community in Chicago, Illinois, for approximately \$24 million in cash pursuant to the terms of a Stock Purchase Agreement with University Bancorporation dated November 29, 2005. The Company believes that the acquisition of University National Bank will be beneficial as it expanded our presence in metropolitan Chicago, compliments our existing branch network and allows for the extension of our products and services into these communities. Immediately upon the completion of the stock purchase, University National Bank was merged into the Bank. The acquisition, which was accounted for under the purchase method of accounting, resulted in goodwill of \$11.7 million and an other intangible of \$3.3 million. The core deposit intangible will be amortized over its estimated useful life. Goodwill will not be amortized but instead evaluated periodically for impairment. The transaction was treated, for federal and state income tax purposes, as a purchase of University National Bank's assets pursuant to applicable provisions of the Internal Revenue Code, making the goodwill and core deposit intangible arising from the transaction tax-deductible over a period of 15 years. University National Bank's results of operations have been included in the Company's results of operations only since the effective date of the acquisition. The acquisition was deemed to be an immaterial acquisition under GAAP, as such additional disclosures have been omitted. The 2007 adjustment of \$13,000 to goodwill is the result of the final settlement of the transition compensation payments and applicable taxes.

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**NOTE 3 – EARNINGS (LOSS) PER SHARE**

Amounts reported in earnings (loss) per share reflect earnings (loss) available to common stockholders for the period divided by the weighted average number of shares of common stock outstanding during the period, exclusive of unearned ESOP shares and unvested restricted stock shares. Stock options and restricted stock are regarded as potential common stock and are considered in the diluted earnings per share calculations to the extent that they would have a dilutive effect if converted to common stock.

	Year Ended December 31,		
	2008	2007	2006
Net income (loss) available to common stockholders	\$ (19,389)	\$ 7,155	\$ 10,046
Average common shares outstanding	21,904,284	23,037,710	24,468,293
Less: Unearned ESOP shares	(1,662,519)	(1,765,359)	(1,863,247)
Unvested restricted stock shares	(422,870)	(612,764)	(237,014)
Weighted average common shares outstanding	19,818,895	20,659,587	22,368,032
<b>Basic earnings (loss) per common share</b>	<b>\$ (0.98)</b>	<b>\$ 0.35</b>	<b>\$ 0.45</b>
	Year Ended December 31,		
	2008	2007	2006
Net income (loss) available to common stockholders	\$ (19,389)	\$ 7,155	\$ 10,046
Weighted average common shares outstanding	19,818,895	20,659,587	22,368,032
Add: net effect of dilutive stock options and unvested restricted stock	—	—	4,196
Weighted average dilutive common shares outstanding	19,818,895	20,659,587	22,372,228
<b>Dilutive earnings (loss) per common share</b>	<b>\$ (0.98)</b>	<b>\$ 0.35</b>	<b>\$ 0.45</b>
Number of antidilutive stock options excluded from the diluted earnings per share calculation	2,334,804	1,597,400	1,301,000
Weighted average exercise price of anti-dilutive option shares	\$ 16.51	\$ 17.40	\$ 17.63

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**NOTE 4 – SECURITIES**

The fair value of securities available-for-sale and the related gross unrealized gains and losses recognized in accumulated other comprehensive income (loss) at December 31 is as follows:

	Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
<b>2008</b>			
Certificate of deposit	\$ 500	\$ —	\$ —
Municipal	1,811	76	—
Mortgage-backed securities	41,976	281	(170)
Collateralized mortgage obligations	80,154	743	(14)
SBA-guaranteed loan participation certificates	125	—	(6)
Equity securities	353	—	(2,003)
	<u>\$124,919</u>	<u>\$ 1,100</u>	<u>\$ (2,193)</u>
<b>2007</b>			
Municipal	\$ 2,272	\$ 62	\$ —
Mortgage-backed securities	39,277	132	(162)
Collateralized mortgage obligations	3,683	35	(1)
SBA-guaranteed loan participation certificates	592	1	(4)
Equity securities	31,225	—	(7,050)
	<u>\$ 77,049</u>	<u>\$ 230</u>	<u>\$ (7,217)</u>

Mortgage-backed securities and collateralized mortgage obligations consist of Freddie Mac, Fannie Mae and Ginnie Mae issues at December 31, 2008 and 2007. Equity securities consist of Freddie Mac preferred stock at December 31, 2008 and 2007.

The fair values of securities available-for-sale at December 31, 2008 by contractual maturity are shown below. Securities not due at a single maturity date are shown separately. Expected maturities may differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

	2008
Due in one year or less	\$ 1,016
Due after one year through five years	1,099
Due after five years through ten years	196
	2,311
Mortgage-backed securities	41,976
Collateralized mortgage obligations	80,154
SBA-guaranteed loan participation certificates	125
Equity securities	353
Total	<u>\$124,919</u>

Securities pledged at December 31, 2008 and 2007 had a carrying amount of \$87.6 million and \$40.0 million, respectively, and the security interests resulting from the pledges secures certain depository relationships, customer repurchase agreements and a line of credit with the Federal Reserve Bank of Chicago.

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**NOTE 4 – SECURITIES (continued)**

**Sale of securities available-for-sale were as follows:**

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Proceeds	\$1,385	\$399	\$229,990
Gross gains	1,385	399	3,746
Gross losses	—	—	(3,645)

The results for the year ended December 31, 2008, included a \$1.4 million pre-tax gain related to the sale of Visa, Inc. (“Visa”) stock that we received in connection with the completion of Visa’s initial public offering in March of 2008.

Securities with unrealized losses at December 31, 2008 and 2007 not recognized in income are as follows:

	<u>Less than 12 Months</u>		<u>12 Months or More</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Loss</u>	<u>Fair Value</u>	<u>Unrealized Loss</u>	<u>Fair Value</u>	<u>Unrealized Loss</u>
<b>2008</b>						
Mortgage-backed securities	\$27,895	\$ 158	\$ 833	\$ 12	\$28,728	\$ 170
Collateralized mortgage obligations	1,129	14	—	—	1,129	14
SBA-guaranteed loan participation certificates	125	6	—	—	125	6
Equity securities	353	2,003	—	—	353	2,003
Total temporarily impaired	<u>\$29,502</u>	<u>\$ 2,181</u>	<u>\$ 833</u>	<u>\$ 12</u>	<u>\$30,335</u>	<u>\$ 2,193</u>
<b>2007</b>						
Mortgage-backed securities	\$25,465	\$ 137	\$1,513	\$ 25	\$26,978	\$ 162
Collateralized mortgage obligations	—	—	269	1	269	1
SBA-guaranteed loan participation certificates	—	—	137	4	137	4
Equity securities	31,225	7,050	—	—	31,225	7,050
Total temporarily impaired	<u>\$56,690</u>	<u>\$ 7,187</u>	<u>\$1,919</u>	<u>\$ 30</u>	<u>\$58,609</u>	<u>\$ 7,217</u>

The Company evaluates marketable investment securities with significant declines in fair value on a quarterly basis to determine whether they should be considered other-than-temporarily impaired under the Securities and Exchange Commission Topic 5- Item M, which provides that if a marketable security is in an unrealized loss position, whether due to general market conditions or industry or issuer-specific factors, the holder of the securities must assess whether the impairment is other-than-temporary.

The shares of Freddie Mac preferred stock that the Company holds in our investment portfolio experienced significant declines in fair value (as measured by quoted market prices for these securities) during the year ended December 31, 2008 due to a variety of market conditions and issuer-specific factors, including certain actions that were announced by the United States Department of the Treasury (“UST”) and the Federal Housing Finance Agency on September 7, 2008. These actions included the placing of Freddie Mac into a conservatorship, the issuance of new shares of Freddie Mac preferred stock to the UST that are senior to all previously issued shares of Freddie Mac preferred stock, and the suspension of dividends on all previously issued shares of Freddie Mac preferred stock. Due to these factors in 2008, we concluded that \$35.9 million of pre-tax unrealized losses on the Freddie Mac preferred stock constituted an other-than-temporary impairment in accordance with Topic 5-Item M.

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**NOTE 4 – SECURITIES (continued)**

Based on this determination, the Company reduced the combined carrying value of the Freddie Mac preferred stocks by a total of \$35.9 million and recorded an impairment loss in the same amount against our income for the year ended December 31, 2008. The Company concluded that the unrealized losses at December 31, 2008, did not constitute an other-than-temporary impairment in accordance with Topic 5 – Item M.

**NOTE 5 – LOANS RECEIVABLE**

Loans receivable are as follows:

	<u>2008</u>	<u>2007</u>
One- to four-family residential real estate	\$ 323,713	\$ 345,245
Multi-family mortgage loans	305,318	291,395
Nonresidential real estate	342,276	325,885
Construction and land loans	49,511	64,483
Commercial loans	77,559	83,233
Commercial leases	175,804	144,841
Consumer loans	2,655	3,506
Other loans (including municipal)	4,120	4,544
Total loans	1,280,956	1,263,132
Loans in process	(154)	(168)
Net deferred loan origination costs	1,912	2,086
Allowance for loan losses	(14,746)	(11,051)
Loans, net	<u>\$1,267,968</u>	<u>\$1,253,999</u>

Activity in the allowance for loan losses is as follows:

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Beginning balance	\$11,051	\$10,622	\$11,514
Allowance of acquired bank	—	—	212
Provision (credit) for loan losses	5,092	697	(136)
Loans charged off	(1,413)	(305)	(972)
Recoveries	16	37	4
Ending balance	<u>\$14,746</u>	<u>\$11,051</u>	<u>\$10,622</u>

Impaired loans were as follows:

	<u>2008</u>	<u>2007</u>
Year-end loans with allocated allowance for loan losses	\$10,061	\$ 6,590
Year-end loans with no allocated allowance for loan losses	15,506	18,060
Total	<u>\$25,567</u>	<u>\$24,650</u>
Amount of the allowance for loan losses allocated	\$ 2,705	\$ 806
Average of impaired loans during the year	\$22,944	\$22,090

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**NOTE 5 –LOANS RECEIVABLE (continued)**

Cash basis interest income received on impaired loans was approximately \$1.3 million, \$2.3 million, and \$1.4 million for the years ended December 31, 2008, 2007, and 2006.

Nonaccrual loans and loans past due 90 days still on accrual are as follows:

	<u>2008</u>	<u>2007</u>
Nonaccrual loans	\$13,658	\$12,058
90 days delinquent, still accruing	2,673	—

Nonaccrual loans and impaired loans are defined differently. Some loans may be included in both categories, and some may only be included in one category. Nonaccrual loans include both smaller balance homogeneous loans that are collectively evaluated for impairment and individually classified impaired loans.

The \$2.7 million in loans reflected in the above table as “90 days delinquent, still accruing” is secured by an apartment building located in a northern Chicago suburb, for which the borrower made a scheduled payment in January 2009 and is currently expected to continue making scheduled payments. Generally, we do not utilize this category of loan classification unless: (1) the loan is repaid in full shortly after the period end date; (2) the loan is well secured and there are no asserted or pending legal barriers to its collection; or (3) the borrower has remitted all scheduled payments and is otherwise in substantial compliance with the terms of the loan, but the processing of payments actually received or the renewal of a loan has not occurred for administrative reasons.

**NOTE 6 – SECONDARY MORTGAGE MARKET ACTIVITIES**

First mortgage loans serviced for others are not included in the accompanying consolidated statements of financial condition. The unpaid principal balances of these loans were approximately \$241.8 million, \$292.7 million, and \$304.4 million at December 31, 2008, 2007, and 2006, respectively. Custodial escrow balances maintained in connection with the foregoing loan servicing were approximately \$6.3 million, \$6.1 million, and \$7.0 million at December 31, 2008, 2007, and 2006, respectively.



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**NOTE 6 – SECONDARY MORTGAGE MARKET ACTIVITIES (continued)**

Capitalized mortgage servicing rights are included in other assets in the accompanying consolidated statements of financial condition. Activity for capitalized mortgage servicing rights and the related valuation allowance was as follows.

	<u>2008</u>	<u>2007</u>
<b>Servicing rights</b>		
Beginning of year	\$2,161	\$2,209
Additions	193	348
Amortized to expense	<u>(414)</u>	<u>(396)</u>
Balance, end of year	<u>\$1,940</u>	<u>\$2,161</u>
<b>Valuation allowance</b>		
Beginning of year	\$ —	\$ —
Additions expensed	279	31
Reductions credited to expense	<u>(169)</u>	<u>(31)</u>
Balance, end of year	<u>\$ 110</u>	<u>\$ —</u>
Carrying value of mortgage servicing rights	<u>\$1,830</u>	<u>\$2,161</u>
Fair value of mortgage servicing rights	<u>\$2,019</u>	<u>\$2,841</u>

The estimated fair value of mortgage servicing rights is the present value of the expected future cash flows over the projected life of the loan. Assumptions used in the present value calculation are based on actual performance of the underlying servicing along with general market consensus. The expected cash flow is the net amount of all mortgage servicing income and expense items. The expected cash flows are discounted at an interest rate appropriate for the associated risk given the current market conditions. Significant assumptions are as follows:

	<u>2008</u>	<u>2007</u>
Prepayment speed	18.62%	30.22%
Discount rate	12.00%	12.00%
Average servicing cost per loan	\$57.00	\$59.00
Escrow float rate	0.60%	3.28%

Key economic assumptions used in measuring the fair value of the Company's mortgage servicing rights as of December 31, 2008 and the effect on the fair value of our mortgage servicing rights from adverse changes in those assumptions, are as follows:

Fair value of mortgage servicing rights	\$2,019
Weighted average annual prepayment speed	18.62%
Decrease in fair value from 10% adverse change	91
Decrease in fair value from 20% adverse change	174
Weighted-average annual discount rate	12.00%
Decrease in fair value from 10% adverse change	71
Decrease in fair value from 20% adverse change	137

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**NOTE 6 – SECONDARY MORTGAGE MARKET ACTIVITIES (continued)**

These sensitivities are hypothetical and should be used with caution. As the above table indicates, changes in fair value based on variations in individual assumptions generally cannot be used to predict changes in fair value based upon further variations of the same assumptions. Also, the effect of a variation in a particular assumption on the fair value of the retained interest is calculated in the above table independently, without changing any other assumption. In reality, changes in one factor may result in changes in another factor, which might magnify or counteract the sensitivities.

The weighted average amortization period is 38 months. The estimated amortization expense for each of the next five years is as follows:

2009	\$386
2010	308
2011	247
2012	199
2013	161

**NOTE 7 – SECURITIZATIONS**

The Company securitizes conforming adjustable rate residential mortgage loans with Fannie Mae. The Company retains servicing responsibilities for these securitizations. The Company receives annual servicing fees approximating 0.25% of the outstanding balance. Fannie Mae has no recourse to the Company's other assets for failure of debtors to pay loans when due. The Company receives securities in exchange for loans in these transactions and records no gain or loss. During 2007, \$23.5 million of adjustable rate residential mortgage loans were securitized. There were no loans securitized during 2008 and 2006.

**NOTE 8 – ACCRUED INTEREST RECEIVABLE**

Accrued interest receivable is summarized as follows:

	<u>2008</u>	<u>2007</u>
Securities	\$ 500	\$ 214
Loans receivable	<u>6,232</u>	<u>6,876</u>
	<u>\$6,732</u>	<u>\$7,090</u>

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**NOTE 9 – PREMISES AND EQUIPMENT**

Premises and equipment are as follows:

	<u>2008</u>	<u>2007</u>
Land and land improvements	\$ 11,619	\$ 11,565
Buildings and improvements	30,184	30,521
Furniture and equipment	10,367	9,755
Computer equipment	<u>6,863</u>	<u>12,047</u>
	59,033	63,888
Accumulated depreciation	<u>(24,468)</u>	<u>(29,401)</u>
	<u><u>\$ 34,565</u></u>	<u><u>\$ 34,487</u></u>

Depreciation of premises and equipment was \$2.6 million, \$2.6 million, and \$2.2 million for the years ended December 31, 2008, 2007, and 2006, respectively.

The Company leases certain branch facilities under noncancelable operating lease agreements expiring through 2032. Rent expense, net of sublease income, for facilities was \$452,000, \$378,000, and \$284,000 in 2008, 2007, and 2006, respectively, excluding taxes, insurance, and maintenance. The projected minimum rental under existing leases, not including taxes, insurance, and maintenance, as of December 31, 2008 is as follows:

2009	\$ 465
2010	398
2011	382
2012	381
2013 and thereafter	<u>7,583</u>
Total	<u><u>\$9,209</u></u>

The Company has subleased some of these branch facilities and currently is entitled to receive income of approximately:

2009	\$38
2010	29
2011	17
2012	4
2013 and thereafter	<u>8</u>
Total	<u><u>\$96</u></u>

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**NOTE 10 – CORE DEPOSIT INTANGIBLE**

Core deposit intangible assets were as follows:

	2008		2007	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets - core deposit intangibles	<u>\$18,612</u>	<u>\$ 12,627</u>	<u>\$18,612</u>	<u>\$ 10,843</u>

Aggregate amortization expense was \$1.8 million, \$1.9 million and \$1.9 million for 2008, 2007, and 2006, respectively.

Estimated amortization expense for each of the next five years is as follows:

2009	\$1,690
2010	1,595
2011	1,404
2012	252
2013	225

**NOTE 11 – DEPOSITS**

Year-end deposits are as follows:

	2008	2007
Non-interest-bearing demand	\$ 109,056	\$ 111,554
Savings	94,802	97,280
Money market accounts	205,768	250,682
Interest-bearing NOW accounts	285,737	306,517
Certificates of deposit	<u>374,492</u>	<u>307,617</u>
	<u>\$1,069,855</u>	<u>\$1,073,650</u>

Certificates of deposit of \$100,000 or more were approximately \$125.4 million and \$69.6 million at year-end 2008 and 2007, respectively.

Scheduled maturities of certificates of deposit for the next five years are as follows:

2009	\$284,242
2010	77,994
2011	7,751
2012	1,139
2013	3,366

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**NOTE 11 – DEPOSITS (continued)**

Interest expense on deposit accounts is summarized as follows for the years indicated:

	2008	2007	2006
Savings	\$ 715	\$ 833	\$ 1,019
Money market accounts	5,397	11,072	10,096
Interest-bearing NOW accounts	4,844	6,838	4,128
Certificates of deposit	11,077	14,703	14,714
	<u>\$22,033</u>	<u>\$33,446</u>	<u>\$29,957</u>

**NOTE 12 – BORROWINGS**

Borrowed funds are summarized as follows:

	December 31, 2008				December 31, 2007	
	Contractual Interest Rate Range		Weighted Average Contractual Rate	Amount	Weighted Average Contractual Rate	
Fixed-rate advance from FHLBC due:						
Within 1 year	0.60%	4.06%	1.35%	\$ 95,450	5.14%	\$10,000
1 to 2 years	2.17	3.91	2.96	24,050	3.97	8,000
2 to 3 years	2.72	3.76	3.38	7,000	6.09	29,000
Total fixed rate advances	0.60	4.06	1.77	126,500	5.53	47,000
Adjustable-rate advance from FHLBC due:						
Within 1 year	0.26	0.55	0.55	25,000	—	—
Open Line advance, due on demand	0.70	0.70	0.70	37,400	3.96	34,500
Total FHLBC funds	0.26	4.06	1.40	188,900	4.86	81,500
Securities sold under agreements to repurchase	0.25	0.25	0.25	11,450	3.84	14,933
Total borrowings	0.25%	4.06%	1.33%	\$200,350	4.71%	\$96,433

In December 2008, the Bank elected to pursue certain balance sheet restructuring strategies as a result of the historically low interest rate environment. The restructuring consisted of retiring a \$25.0 million of FHLBC term advance and replacing it with a new FHLBC advance with an adjustable interest rate and a maturity of approximately one month. The Company incurred a net pre-tax prepayment penalty and recognized an immediate loss of \$2.0 million on the early extinguishment of borrowings, in accordance with Emerging Issues Task Force 96-19, *Debtor's Accounting for a Modification or Exchange of Debt Instruments*. Certain of the Company's existing borrowings would be subject to prepayment penalties should they be repaid prior to maturity. There were no prepayment penalties recorded in 2007 or 2006.

The Company maintains a collateral pledge agreement covering secured advances whereby the Company has agreed to at all times keep on hand, free of all other pledges, liens, and encumbrances, specifically identified whole first mortgages on improved residential property not more than 90-days delinquent to secure advances from the FHLBC. All of the Bank's FHLBC common stock is pledged as additional collateral for these advances. At December 31, 2008, \$201.7 million and \$58.1 million of first mortgage and multi-family mortgage loans, respectively, collateralized the advances. At December 31, 2008, we had the ability to borrow an additional \$69.8 million under our credit facilities with the FHLBC.

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**NOTE 12 – BORROWINGS (continued)**

The Company had available pre-approved overnight federal funds borrowing and repurchase agreement lines. At December 31, 2008 and 2007, there was no outstanding balance on these lines.

**NOTE 13 – INCOME TAXES**

The income tax expense (benefit) is as follows:

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Current	\$ 2,348	\$3,401	\$2,368
Deferred	<u>(14,396)</u>	<u>(438)</u>	<u>2,458</u>
Total income tax expense (benefit)	<u><u>\$(12,048)</u></u>	<u><u>\$2,963</u></u>	<u><u>\$4,826</u></u>

A reconciliation of the provision for income taxes computed at the statutory federal corporate tax rate of 34% for 2008 and 2007, and 35% for 2006 to the income tax expense in the consolidated statements of operations follows:

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Provision computed at the statutory federal tax rate	\$(10,689)	\$3,440	\$5,056
State taxes and other, net	(1,360)	(26)	356
BOLI	(199)	(199)	—
ESOP/Share based compensation	442	317	230
Dividends received deduction	<u>(242)</u>	<u>(569)</u>	<u>(816)</u>
	<u><u>\$(12,048)</u></u>	<u><u>\$2,963</u></u>	<u><u>\$4,826</u></u>
Effective income tax rate	(38.33)%	29.29%	32.45%

Retained earnings at December 31, 2008 and 2007 include approximately \$14.9 million for which no deferred federal income tax liability has been recorded. This amount represents an allocation of income to bad debt deductions for tax purposes alone.

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**NOTE 13 – INCOME TAXES (continued)**

The net deferred tax asset is as follows:

	<u>2008</u>	<u>2007</u>
Gross deferred tax assets		
Allowance for loan losses	\$ 5,618	\$ 4,261
Visa litigation reserve	—	478
Capital loss carryforwards	340	876
Impairment of securities available-for-sale	17,045	3,403
Unrealized loss on securities available-for-sale	416	2,777
Non-qualified stock options	634	326
Other	588	445
	<u>24,641</u>	<u>12,566</u>
Gross deferred tax liabilities		
Net deferred loan origination costs	(1,461)	(1,389)
FHLBC stock dividends	(1,796)	(1,818)
Purchase accounting adjustments	(1,922)	(2,497)
Accumulated depreciation	(523)	(227)
Mortgage servicing rights	(697)	(833)
Goodwill	(789)	(508)
Other	(484)	(360)
	<u>(7,672)</u>	<u>(7,632)</u>
Net deferred tax asset	<u>\$16,969</u>	<u>\$ 4,934</u>

At December 31, 2008, the Company included in deferred tax assets a \$340,000 asset for capital loss carryforwards, which expires in 2011. With the enactment of Emergency Economic Stabilization Act of 2008 (“EESA”), the \$17.1 million deferred tax asset noted above, which relates to the \$35.9 million pre-tax impairment loss that the Company recorded on its holdings of Freddie Mac preferred stocks after Freddie Mac was placed into conservatorship, may be deducted against ordinary income. Based upon projections of future taxable income, including capital gains, management believes that it is more likely than not that the deferred tax assets reflected in the above table will be fully realized and thus a valuation allowance is not needed.

**Unrecognized Tax Benefits**

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

Balance at January 1, 2008	\$108
Additions based on tax positions related to the current year	63
Additions for tax positions of prior years	25
Reductions due to the statute of limitations	(23)
Balance at December 31, 2008	<u>\$173</u>

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**NOTE 13 – INCOME TAXES (Continued)**

The Company does not expect the total amount of unrecognized tax benefits to significantly increase or decrease in the next twelve months.

The total amount of interest and penalties recorded in the income statement for the year ended December 31, 2008 was \$5,000, and the amount accrued for interest and penalties at December 31, 2008 was \$25,000.

The Company and its subsidiaries are subject to U.S. federal income tax as well as income tax of the state of Illinois. The Company is no longer subject to examination by these taxing authorities for years before 2005 for federal income tax and 2006 for the State of Illinois.

**NOTE 14 – REGULATORY MATTERS**

The Bank is subject to regulatory capital requirements administered by the federal banking agencies. Failure to meet minimum capital requirements can initiate certain mandatory—and possibly additional discretionary—actions by regulators that, if undertaken, could have a direct material effect on the Company’s financial statements. Under capital adequacy guidelines and the regulatory framework for prompt corrective action, the Bank must meet specific capital guidelines that involve quantitative measures of the Bank’s assets, liabilities, and certain off-balance-sheet items as calculated under regulatory accounting practices. The Bank’s capital amounts and classification are also subject to qualitative judgments by regulators about components, risk weightings, and other factors.

The prompt corrective action regulations provide five classifications, including well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized, and critically undercapitalized, although these terms are not used to represent overall financial condition. If only adequately capitalized, regulatory approval is required to accept brokered deposits. If undercapitalized, capital distributions, asset growth and expansion are limited, and the submission of a capital restoration is required.

At year-end, actual capital levels and minimum required levels for the Bank were:

	Actual		Minimum Required for Capital Adequacy Purposes		Minimum Required to Be Well Capitalized Under Prompt Corrective Action Provisions	
	Amount	Ratio	Amount	Ratio	Amount	Ratio
<b>December 31, 2008</b>						
Total capital (to risk- weighted assets)	\$195,961	14.69%	\$106,728	8.00%	\$133,410	10.00%
Tier 1 (core) capital (to risk-weighted assets)	183,920	13.79	53,364	4.00	80,046	6.00
Tier 1 (core) capital (to adjusted total assets)	183,920	12.08	60,921	4.00	76,151	5.00
<b>December 31, 2007</b>						
Total capital (to risk- weighted assets)	\$213,458	16.54%	\$103,259	8.00%	\$129,074	10.00%
Tier 1 (core) capital (to risk-weighted assets)	203,213	15.74	51,630	4.00	77,445	6.00
Tier 1 (core) capital (to adjusted total assets)	203,213	13.95	58,278	4.00	72,847	5.00



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**NOTE 14 – REGULATORY MATTERS (continued)**

The following is a reconciliation of the Bank's equity under GAAP to regulatory capital.

	2008	2007
GAAP equity	\$214,706	\$226,828
Disallowed intangible assets	(26,326)	(27,825)
Disallowed deferred tax asset	(5,136)	—
Unrealized loss on securities available-for-sale	676	4,210
Tier I capital	183,920	203,213
General regulatory loan loss reserves	12,041	10,245
Total regulatory capital	<u>\$195,961</u>	<u>\$213,458</u>

As of December 31, 2008 the most recent notification from the Office of Thrift Supervision categorized the Bank as well capitalized under the regulatory framework for prompt corrective action. There are no conditions or events since that notification that management believes have changed the institution's category.

Federal regulations require the Bank to comply with a Qualified Thrift Lender ("QTL") test, which generally requires that 65% of assets be maintained in housing-related finance and other specified assets. If the QTL test is not met, limits are placed on growth, branching, new investment, FHLBC advances, and dividends or the institution must convert to a commercial bank charter. Management considers the QTL test to have been met as of December 31, 2008.

The Bank is subject to restrictions on the amount of dividends it may declare without prior regulatory approval. At December 31, 2008, the Bank does not have pre-approved approval for future dividends.

**NOTE 15 – EMPLOYEE BENEFIT PLANS**

*Employee Stock Ownership Plan ("ESOP")*. Employees are eligible to participate in the ESOP after attainment of age 21 and completion of one year of service. In connection with the conversion and reorganization, the ESOP borrowed \$19.6 million from the Company, and used the proceeds of the loan to purchase 1,957,300 shares of common stock issued in the subscription offering at \$10.00 per share. The loan is secured by the shares and will be repaid by the ESOP with funds from the Bank's discretionary contributions to the ESOP and earnings on ESOP assets. The Bank has committed to make discretionary contributions to the ESOP sufficient to service the loan over a period not to exceed 20 years. When loan payments are made, ESOP shares are allocated to participants based on relative compensation and expense is recorded. Participants receive their earned shares at the end of employment.

Contributions to the ESOP during 2008 and 2007 were \$1.9 million each year, including dividends and interest received on unallocated shares of \$486,000 and \$528,000 in 2008 and 2007, respectively. Expense related to the ESOP, net of dividends and interest received on unallocated ESOP shares, was \$512,000, \$1.0 million and \$1.4 million for the years ended December 31, 2008, 2007 and 2006, respectively.

Shares held by the ESOP were as follows:

	2008	2007
Allocated to participants	340,813	244,663
Distributed to participants	(6,258)	(1,715)
Unearned	1,614,772	1,712,637
Total ESOP shares	<u>1,949,327</u>	<u>1,955,585</u>
Fair value of unearned shares	<u>\$ 16,455</u>	<u>\$ 27,094</u>

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**NOTE 15 – EMPLOYEE BENEFIT PLANS (continued)**

*Profit Sharing Plan/401(k) Plan.* The Company has a defined contribution plan (“profit sharing plan”) covering all of its eligible employees. Employees are eligible to participate in the profit sharing plan after attainment of age 21 and completion of one year of service. The Company provides a dollar-for-dollar match on contributions made prior to March 31, 2007 on contributions up to 5% of eligible compensation, and a match of \$0.50 on each \$1.00 of contribution up to 6% of eligible compensation beginning April 1, 2007. The Company may also contribute an additional amount annually at the discretion of the Board of Directors. Contributions totaling \$442,000, \$566,000, and \$728,000 were made for the years ended 2008, 2007, and 2006, respectively.

**NOTE 16 – EQUITY INCENTIVE PLANS**

On June 27, 2006, the Company’s stockholders approved the BankFinancial Corporation 2006 Equity Incentive Plan, which authorized the Human Resources Committee of the Board of Directors of the Company to grant a variety of cash- and equity-based incentive awards, including stock options, stock appreciation rights, restricted stock, performance shares and other incentive awards, to employees and directors aggregating up to 3,425,275 shares of the Company’s common stock. The Company has adopted the requirements of SFAS No. 123R, *Share-Based Payment*.

The Human Resources Committee may grant stock options to purchase shares of the Company’s common stock to certain employees and directors of the Company. The exercise price for the stock options is the fair market value of the common stock on the dates of the grants. The stock options generally vest annually over three to five year periods; vesting is subject to acceleration in certain circumstances. The stock options will expire if not exercised within five years from the date of grant.

The fair value of each option award is estimated on the date of grant using a closed form option valuation (Black-Scholes) model that uses the assumptions noted in the table below. The risk-free interest rate was determined using the yield available on the option grant date for a zero-coupon U.S. Treasury security with a term equivalent to the expected life of the option. The expected life for options granted represents the period the option is expected to be outstanding and was determined by applying the simplified method as allowed by SAB 107. The expected volatility for options issued in 2007 and prior was determined using historical volatilities based on historical data for the NASDAQ Bank Index because the Company lacked sufficient history in its stock. The expected volatility for options issued in 2008 was determined using the Company’s historical data. Estimated forfeitures were assumed to be zero due to the lack of historical experience for the Company.

The Company estimated the grant date fair value of options awarded in 2008 and 2007 using the Black-Scholes Option-Pricing model with the following assumptions:

	<u>2008</u> <u>Assumptions</u>	<u>2007</u> <u>Assumptions</u>
Risk-free interest rate	2.00%	4.47%
Expected option life (years)	1.84	3.42
Expected stock price volatility	21.71%	11.06%
Current quarterly cash dividend	\$ 0.07	\$ 0.07
Projected dividend growth	5.00%	5.00%
Weighted average fair value of options granted during year	\$ 0.541	\$ 0.853

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**NOTE 16 – EQUITY INCENTIVE PLANS (continued)**

The Company recognized \$594,000 and \$498,000 of stock-based compensation expenses relating to the granting of stock options for the years ended December 31, 2008 and 2007, respectively. As of December 31, 2008, the Company had \$785,000 of total unrecognized compensation cost related to unvested stock options. The cost is expected to be recognized over a weighted average period of 1.5 years as follows:

2009	\$405
2010	365
2011	15

<u>Stock Options</u>	<u>Number of Shares</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Contractual Term (in years)</u>	<u>Aggregate Intrinsic Value <sup>(1)</sup></u>
Stock options outstanding at December 31, 2006	1,301,000	\$ 17.63	4.7	\$ 234
Stock options granted	301,200	15.89		
Stock options exercised	—	—		
Stock options forfeited	(4,800)	(16.00)		
Stock options outstanding at December 31, 2007	<u>1,597,400</u>	<u>\$ 17.40</u>	3.9	\$ —
Stock options granted	756,404	14.82		
Stock options exercised	—	—		
Stock options forfeited	(19,000)	(16.27)		
Stock options outstanding at December 31, 2008	<u>2,334,804</u>	<u>\$ 16.51</u>	2.8	\$ —
Stock options exercisable at December 31, 2008	1,687,879	\$ 16.38	2.9	\$ —
Fully vested and expected to vest	2,331,804	\$ 16.51	2.8	\$ —

(1) Stock option aggregate intrinsic value represents the number of shares subject to options multiplied by the difference (if positive) in the closing market price of the common stock underlying the options on the date shown and the weighted average exercise price.

The Human Resources Committee of the Board of Directors may grant shares of restricted stock to certain employees and directors of the Company. The awards generally vest annually over varying periods from three to five years and vesting is subject to acceleration in certain circumstances. The cost of such awards will be accrued ratably as compensation expense over such respective periods based on expected vesting dates. The Company recognized \$3.5 million and \$3.6 million of expenses relating to the grant of shares of restricted stock during the years ended December 31, 2008 and 2007, respectively. As of December 31, 2008 and 2007, the total unrecognized compensation cost related to unvested shares of restricted stock was \$3.9 million and \$7.4 million, respectively. The cost is expected to be recognized over a weighted average period of 1.5 years as follows:

2009	\$2,151
2010	1,767

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**NOTE 16 – EQUITY INCENTIVE PLANS (continued)**

	Number of Shares <sup>(1)</sup>	Weighted Average Fair Value at Grant Date	Weighted Average Term to Vest (in years)	Aggregate Intrinsic Value <sup>(2)</sup>
<b>Restricted Stock</b>				
Shares outstanding at December 31, 2006	641,950	\$ 17.63	2.2	\$11,433
Shares granted	17,450	15.41		
Shares vested	(224,250)	(17.55)		
Shares forfeited	—	—		
Shares outstanding at December 31, 2007	435,150	\$ 17.57	1.8	\$ 6,884
Shares granted	—	—		
Shares vested	(195,450)	(17.58)		
Shares forfeited	(600)	(17.69)		
Shares outstanding at December 31, 2008	239,100	\$ 17.56	1.5	\$ 2,436

(1) The end of period balances consist only of unvested shares.

(2) Restricted stock aggregate intrinsic value represents the number of shares of restricted stock multiplied by the market price of the common stock underlying the outstanding shares on the date shown.

**NOTE 17 – LOAN COMMITMENTS AND OTHER OFF-BALANCE SHEET ACTIVITIES**

The Company is party to various financial instruments with off-balance-sheet risk. The Company uses these financial instruments in the normal course of business to meet the financing needs of customers and to effectively manage exposure to interest rate risk. These financial instruments include commitments to extend credit, standby letters of credit, unused lines of credit, and commitments to sell loans. When viewed in terms of the maximum exposure, those instruments may involve, to varying degrees, elements of credit and interest rate risk in excess of the amount recognized in the consolidated statements of financial condition. Credit risk is the possibility that a counterparty to a financial instrument will be unable to perform its contractual obligations. Interest rate risk is the possibility that, due to changes in economic conditions, the Company's net interest income will be adversely affected.

The following is a summary of the contractual or notional amount of each significant class of off-balance-sheet financial instruments outstanding. The Company's exposure to credit loss in the event of nonperformance by the counterparty for commitments to extend credit, standby letters of credit, and unused lines of credit is represented by the contractual notional amount of these instruments.

The contractual or notional amounts are as follows:

	2008	2007
Financial instruments wherein contractual amounts represent credit risk		
Commitments to extend credit	\$ 39,961	\$ 17,608
Standby letters of credit	2,224	4,140
Unused lines of credit	167,132	218,820
Commitments to sell mortgages	8,471	2,796

Commitments to extend credit are generally made for periods of 60 days or less. The fixed-rate loans commitment totaled \$37.7 million with interest rates ranging from 5.00% to 6.75% and maturities ranging from one to 30 years.

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**NOTE 17 – LOAN COMMITMENTS AND OTHER OFF-BALANCE SHEET ACTIVITIES (continued)**

Since many of the commitments are expected to expire without being drawn upon, the total commitment amounts do not necessarily represent future cash requirements. The Company evaluates each customer's creditworthiness on a case-by-case basis. The amount of collateral obtained, if it is deemed necessary by the Company upon extension of credit, is based on management's credit evaluation of the customers. The collateral held varies, but primarily consists of single-family residential real estate.

The Bank, as a member of Visa USA, received 51,404 unrestricted shares of Visa, Inc. Class B common stock in connection with Visa, Inc.'s initial public offering in 2007, and 32,398 additional shares of Class B common stock that were deposited into a litigation escrow that Visa, Inc. established under its retrospective responsibility plan. The retroactive responsibility plan obligates all former Visa USA members to indemnify Visa USA, in proportion to their equity interests in Visa USA, for certain litigation losses and expenses, including settlement expenses, for the lawsuits covered by the retrospective responsibility plan. The primary method for discharging the indemnification obligations under the retrospective responsibility plan is a reduction of the ratio at which the Visa, Inc. Class B shares held in the litigation escrow can be converted into publicly traded Class A common shares of Visa, Inc. In 2007, Visa, Inc. announced that it had recognized liabilities for probable settlements for two of the covered lawsuits. The Company accrued its proportionate share of the costs of the probable settlements as an expense in 2007, and recognized an indemnification liability for the other covered lawsuits. In 2008, Visa, Inc. deposited \$1.1 billion ("Loss Funds") into the litigation escrow. Pursuant to the terms of the retrospective responsibility plan, Visa, Inc.'s deposit of the Loss Funds into the litigation escrow reduced the conversion ratio applicable to the Company's Visa, Inc. Class B shares from 0.7143 Class A share for each Class B share, to 0.6296 Class A share for each Class B share. Due to the restrictions that the retrospective responsibility plan imposes on the Company's Visa, Inc. Class B shares, the Company has not recorded the Class B shares as an asset.

**NOTE 18 – FAIR VALUES OF FINANCIAL INSTRUMENTS**

Statement 157 establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

- Level 1 – Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets.
- Level 2 – Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3 – Significant unobservable inputs that reflect a reporting entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

A financial instrument's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement.

The fair values of marketable equity securities available-for-sale are generally determined by quoted prices, in active markets, for each specific security (Level 1 measurement inputs). If Level 1 measurement inputs are not available for a marketable equity security, we determine its fair value based on the quoted price of a similar security traded in an active market (Level 2 measurement inputs). The fair values of debt securities available-for-sale are generally determined by matrix pricing, which is a mathematical technique widely used in the industry to value debt securities without relying exclusively on quoted prices for the specific securities, but rather by relying on the securities' relationship to other benchmark quoted securities (Level 2 measurement inputs).

The fair values of loans held for sale are generally determined by quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets (Level 2 measurement inputs).

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**NOTE 18 – FAIR VALUES OF FINANCIAL INSTRUMENTS (continued)**

Impaired loans and real estate owned properties are evaluated and valued at the time the loan is identified as impaired or placed into real estate owned, at the lower of cost or market value. Market value is measured based on the value of the collateral securing these loans and is classified at a Level 2 in the fair value hierarchy. Collateral may be real estate and/or business assets, including equipment, inventory and/or accounts receivable, and its fair value is generally determined based on real estate appraisals or other independent evaluations by qualified professionals. Impaired loans are reviewed and evaluated on at least a quarterly basis for additional impairment and adjusted accordingly, based on the same factors identified above.

The fair values of mortgage servicing rights are based on a valuation model that calculates the present value of estimated net servicing income. The valuation model incorporates assumptions that market participants would use in estimating future net servicing income. The Company is able to compare the valuation model inputs and results to widely available published industry data for reasonableness (Level 2 measurement inputs).

The following table sets forth the Company's financial assets that were accounted for at fair value and are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

	Fair Value Measurements at December 31, 2008 Using		
	Quoted Prices in		
	Active Markets		
	for Identical	Significant Other Observable	
	Fair Value	Assets (Level 1)	Inputs (Level 2)
Securities available-for-sale	\$124,919	\$ 353	\$124,566

The following table sets forth the Company's assets that were measured at fair value on a non-recurring basis:

	Fair Value Measurements at December 31, 2008 Using		
	Quoted Prices in		
	Active Markets		
	for Identical	Significant Other Observable	
	Fair Value	Assets (Level 1)	Inputs (Level 2)
Impaired loans	\$10,061	\$ —	\$ 10,061
Mortgage servicing rights	1,093	—	1,093

Impaired loans, which are measured for impairment using the fair value of the collateral for collateral-dependent loans, had a carrying amount of \$25.6 million, with a valuation allowance of \$2.7 million at December 31, 2008, compared to a carrying amount of \$24.7 million, with a valuation allowance of \$806,000 at December 31, 2007, resulting in a provision for loan losses of \$1.9 million for the year ended December 31, 2008.

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**NOTE 18 – FAIR VALUES OF FINANCIAL INSTRUMENTS (continued)**

Mortgage servicing rights, which are carried at lower of cost or fair value, had a carrying amount of \$1.8 million at December 31, 2008, comprised of \$1.2 million on fixed rate loans and \$629,000 on adjustable rate loans, including a valuation allowance of \$110,000 on mortgage servicing rights of the fixed rate loans. A pre-tax charge of \$110,000 was included in net loss as an additional reserve on our mortgage servicing rights portfolio for the year ended December 31, 2008 compared to zero for 2007.

The carrying amount and estimated fair value of financial instruments is as follows:

	2008		2007	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
<b>Financial assets</b>				
Cash and cash equivalents	\$ 29,329	\$ 29,329	\$ 28,948	\$ 28,948
Securities	124,919	124,919	77,049	77,049
Loans held-for-sale	872	890	173	175
Loans receivable, net of allowance for loan losses	1,267,968	1,289,867	1,253,999	1,262,624
FHLBC stock	15,598	N/A	15,598	N/A
Accrued interest receivable	6,732	6,732	7,090	7,090
Mortgage servicing rights	1,830	2,019	2,161	2,841
<b>Financial liabilities</b>				
Non-interest-bearing demand deposits	\$ (109,056)	\$ (109,056)	\$ (111,554)	\$ (111,554)
NOW and money market deposits	(491,505)	(491,505)	(557,199)	(557,199)
Savings	(94,802)	(94,802)	(97,280)	(97,280)
Certificates of deposit	(374,492)	(379,257)	(307,617)	(309,522)
Borrowings	(200,350)	(201,814)	(96,433)	(98,406)
Accrued interest payable	(745)	(745)	(980)	(980)

For purposes of the above, the following assumptions were used:

**Cash and Cash Equivalents** : The estimated fair values for cash and cash equivalents are based on their carrying value due to the short-term nature of these assets.

**Loans** : The estimated fair value for loans has been determined by calculating the present value of future cash flows based on the current rate the Company would charge for similar loans with similar maturities, applied for an estimated time period until the loan is assumed to be repaid or repaid. The estimated fair values of loans held-for-sale are based on quoted market prices.

**FHLBC stock** : It is not practicable to determine the fair value of FHLBC stock due to the restrictions placed on its transferability.

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**NOTE 18 – FAIR VALUES OF FINANCIAL INSTRUMENTS (continued)**

**Deposit Liabilities** : The estimated fair value for certificates of deposit has been determined by calculating the present value of future cash flows based on estimates of rates the Company would pay on such deposits, applied for the time period until maturity. The estimated fair values of non-interest-bearing demand, NOW, money market, and savings deposits are assumed to approximate their carrying values as management establishes rates on these deposits at a level that approximates the local market area. Additionally, these deposits can be withdrawn on demand.

**Borrowings** : The estimated fair values of advances from the FHLBC and notes payable are based on current market rates for similar financing. The estimated fair value of securities sold under agreements to repurchase is assumed to equal its carrying value due to the short-term nature of the liability.

**Accrued Interest** : The estimated fair values of accrued interest receivable and payable are assumed to equal their carrying value.

**Off - Balance-Sheet Instruments** : Off-balance-sheet items consist principally of unfunded loan commitments, standby letters of credit, and unused lines of credit. The estimated fair values of unfunded loan commitments, standby letters of credit, and unused lines of credit are not material.

While the above estimates are based on management's judgment of the most appropriate factors, as of the balance sheet date, there is no assurance that the estimated fair values would have been realized if the assets were disposed of or the liabilities settled at that date, since market values may differ depending on the various circumstances. The estimated fair values would also not apply to subsequent dates.

In addition, other assets and liabilities that are not financial instruments, such as premises and equipment, are not included in the above disclosures.

**NOTE 19 – OTHER COMPREHENSIVE INCOME (LOSS)**

Other comprehensive income (loss) components and related taxes were as follows:

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Unrealized holding gains (losses) on securities available-for-sale	\$(28,639)	\$(11,979)	\$ 5,237
Tax effect	<u>11,365</u>	<u>4,994</u>	<u>(2,020)</u>
Unrealized holding gains (losses) on securities available-for-sale, net of tax	<u>(17,274)</u>	<u>(6,985)</u>	<u>3,217</u>
Reclassification adjustments for net gains recognized in income	(1,385)	(399)	(101)
Tax effect	<u>550</u>	<u>166</u>	<u>39</u>
Reclassification adjustments for net gains recognized in income, net of tax	<u>(835)</u>	<u>(233)</u>	<u>(62)</u>
Loss on impairment of securities available-for-sale	35,919	—	—
Tax effect	<u>(14,276)</u>	<u>—</u>	<u>—</u>
Loss on impairment of securities available-for-sale net of tax	<u>21,643</u>	<u>—</u>	<u>—</u>
	<u>\$ 3,534</u>	<u>\$ (7,218)</u>	<u>\$ 3,155</u>



BANKFINANCIAL CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Table amounts in thousands, except share and per share data)

**NOTE 20 – COMPANY ONLY CONDENSED FINANCIAL INFORMATION**

Condensed financial information of BankFinancial Corporation as of December 31, 2008 and 2007 and for the years ended December 31, 2008, 2007, and 2006 follows:

**Condensed Statements of Financial Condition**

	<u>2008</u>	<u>2007</u>
<b>ASSETS</b>		
Cash in subsidiary	\$ 32,976	\$ 44,232
Loan receivable from ESOP	17,778	18,341
Investment in subsidiary	214,706	226,827
Other assets	<u>1,379</u>	<u>1,928</u>
Total assets	<u>\$266,839</u>	<u>\$291,328</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Accrued expenses and other liabilities	48	191
Total stockholders' equity	<u>266,791</u>	<u>291,137</u>
Total liabilities and stockholders' equity	<u>\$266,839</u>	<u>\$291,328</u>

**Condensed Statements of Operations**

	<u>2008</u>	<u>2007</u>	<u>2006</u>
Interest income	\$ 1,287	\$ 1,321	\$ 1,355
Dividends from subsidiary	2,000	47,500	10,500
Other expense	<u>1,858</u>	<u>1,864</u>	<u>1,529</u>
Income before income tax and undistributed subsidiary income	1,429	46,957	10,326
Income tax benefit	<u>(217)</u>	<u>(209)</u>	<u>(66)</u>
Income before equity in undistributed subsidiary income	1,646	47,166	10,392
Equity in undistributed subsidiary income (excess distributions)	<u>(21,035)</u>	<u>(40,011)</u>	<u>(346)</u>
Net income (loss)	<u>\$(19,389)</u>	<u>\$ 7,155</u>	<u>\$10,046</u>

BANKFINANCIAL CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Table amounts in thousands, except share and per share data)

**NOTE 20 – COMPANY ONLY CONDENSED FINANCIAL INFORMATION (continued)**

**Condensed Statements of Cash Flows**

	<u>2008</u>	<u>2007</u>	<u>2006</u>
<b>Cash flows from operating activities</b>			
Net income (loss)	\$(19,389)	\$ 7,155	\$ 10,046
Adjustments			
Equity in undistributed subsidiary income (excess distributions)	21,035	40,011	346
Change in other assets	549	(21)	387
Change in accrued expenses and other liabilities	<u>(143)</u>	<u>191</u>	<u>(1,111)</u>
<b>Net cash from operating activities</b>	2,052	47,336	9,668
<b>Cash flows from investing activities</b>			
Cash paid in acquisition	—	—	(23,943)
Principal payments received on ESOP loan	<u>563</u>	<u>529</u>	<u>495</u>
<b>Net cash from investing activities</b>	<u>563</u>	<u>529</u>	<u>(23,448)</u>
<b>Cash flows from financing activities</b>			
Repurchase and retirement of common stock	(7,737)	(33,957)	(17,290)
Cash dividends paid on common stock	(6,134)	(6,481)	(4,446)
Net proceeds from sale of common stock	<u>—</u>	<u>—</u>	<u>—</u>
<b>Net cash from financing activities</b>	<u>(13,871)</u>	<u>(40,438)</u>	<u>(21,736)</u>
Net change in cash and cash equivalents	(11,256)	7,427	(35,516)
Beginning cash and cash equivalents	<u>44,232</u>	<u>36,805</u>	<u>72,321</u>
<b>Ending cash and cash equivalents</b>	<u><u>\$ 32,976</u></u>	<u><u>\$ 44,232</u></u>	<u><u>\$ 36,805</u></u>

BANKFINANCIAL CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Table amounts in thousands, except share and per share data)

**NOTE 21 – SELECTED QUARTERLY FINANCIAL DATA (Unaudited)**

	Year Ended December 31, 2008			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Interest Income	\$20,742	\$19,387	\$ 18,749	\$ 19,082
Interest Expense	7,469	6,405	5,983	5,810
Net interest income	13,273	12,982	12,766	13,272
Provision (credit) for loan losses	(51)	250	1,406	3,487
Net interest income	13,324	12,732	11,360	9,785
Non interest income	4,706	1,521	1,968	1,789
Non interest expense	13,228	23,253	37,345	14,796
Income before income taxes	4,802	(9,000)	(24,017)	(3,222)
Income tax expense	1,610	(3,593)	1,065	(11,130)
Net Income (loss)	\$ 3,192	\$ (5,407)	\$ (25,082)	\$ 7,908
Basic earnings (loss) per common share	\$ 0.16	\$ (0.27)	\$ (1.27)	\$ 0.40
Diluted earnings (loss) per common share	\$ 0.16	\$ (0.27)	\$ (1.26)	\$ 0.40

	Year Ended December 31, 2007			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Interest Income	\$23,793	\$23,111	\$ 23,124	\$ 21,925
Interest Expense	9,765	9,760	9,899	8,880
Net interest income	14,028	13,351	13,225	13,045
Provision (credit) for loan losses	581	(354)	460	10
Net interest income	13,447	13,705	12,765	13,035
Non interest income	2,042	2,327	2,777	2,502
Non interest expense	13,122	12,666	12,383	14,311
Income before income taxes	2,367	3,366	3,159	1,226
Income tax expense	716	1,028	922	297
Net Income	\$ 1,651	\$ 2,338	\$ 2,237	\$ 929
Basic earnings per common share	\$ 0.08	\$ 0.11	\$ 0.11	\$ 0.05
Diluted earnings per common share	\$ 0.08	\$ 0.11	\$ 0.11	\$ 0.05

The Company had net income of \$7.9 million for the fourth quarter of 2008. The Company's operating results for the fourth quarter of 2008 included a pre-tax charge of \$2.0 million on the early extinguishment of borrowings, in accordance with Emerging Issues Task Force 96-19, *Debtor's Accounting for a Modification or Exchange of Debt Instruments*. The Bank elected to pursue certain balance sheet restructuring strategies as a result of the historically low interest rate environment. The restructuring consisted of retiring \$25.0 million of FHLBC advances and replacing it with a new FHLBC advance with an adjustable interest rate and a maturity of approximately one month. The Company also recorded a tax benefit of \$10.1 million related to the Freddie Mac impairment losses that were recorded as of September 30, 2008, but because the Emergency Economic Stabilization Act of 2008 was not enacted until October 3, 2008, the tax benefit was applied to the Company's results of operations for the quarter ending December 31, 2008.

On January 29, 2009, the Company announced that its Board of Directors declared a cash dividend of \$0.07 per share of its common stock. The dividend will be payable on March 6, 2009 to stockholders of record on February 11, 2009.

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**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

Not Applicable

**ITEM 9A. CONTROLS AND PROCEDURES**

(a) Evaluation of disclosure controls and procedures.

Under the supervision and with the participation of our management, including our Principal Executive Officer and Principal Financial Officer, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the fiscal year (the "Evaluation Date"). Based upon that evaluation, the Principal Executive Officer and Principal Financial Officer concluded that, as of the Evaluation Date, our disclosure controls and procedures were effective in timely alerting them to the material information relating to us (or our consolidated subsidiaries) required to be included in our periodic Securities and Exchange Commission filings.

(b) Management's Annual Report on Internal Control Over Financial Reporting:

The annual report of management on the effectiveness of our internal control over financial reporting and the attestation report thereon issued by our independent registered public accounting firm are set forth under "Report of Management on Internal Control Over Financial Reporting" and "Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting" under "Item 8. Financial Statements and Supplementary Data."

(c) Changes in internal controls.

There were no changes made in our internal controls during the period covered by this report or, to our knowledge, in other factors that have materially affected, or are reasonably likely to materially affect these controls.

See the Certifications pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

**ITEM 9B. OTHER INFORMATION**

Not Applicable.

### **PART III**

#### **ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT**

**Directors and Executive Officers** . The information concerning our directors and executive officers required by this item will be filed with the Securities and Exchange Commission by amendment to this Form 10-K, not later than 120 days after the end of our fiscal year.

**Section 16(a) Beneficial Ownership Reporting Compliance** . The information concerning compliance with the reporting requirements of Section 16(a) of the Securities Exchange Act of 1934 by our directors, officers and 10 percent stockholders required by this item will be filed with the Securities and Exchange Commission by amendment to this Form 10-K, not later than 120 days after the end of our fiscal year.

**Code of Ethics** . We have adopted a Code of Ethics for Senior Financial Officers that applies to our principal executive officer, principal financial officer, principal accounting officer, and persons performing similar functions. A copy of our Code of Ethics is attached as Exhibit 14 to our Annual Report on Form 10-K for the year ended December 31, 2007. We have also adopted a Code of Business Conduct, pursuant to Nasdaq requirements, that applies generally to our directors, officers, and employees.

#### **ITEM 11. EXECUTIVE COMPENSATION**

The information concerning compensation required by this item will be filed with the Securities and Exchange Commission by amendment to this Form 10-K, not later than 120 days after the end of our fiscal year.

#### **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information concerning security ownership of certain beneficial owners and management required by this item will be filed with the Securities and Exchange Commission by amendment to this Form 10-K, not later than 120 days after the end of our fiscal year.

##### **Securities Authorized for Issuance under Equity Compensation Plan**

The following table sets forth information regarding the securities that were authorized for issuance under our 2006 Equity Incentive Plan as of December 31, 2008:

	(Column A)	(Column B)	Column C) Number of
			Securities Remaining
			Available for Future Issuance under 2006 Equity Incentive Plan (Excluding Securities Reflected in Column
<u>Plan Category</u>	<u>Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights</u>	<u>Weighted- Average Exercise Price of Outstanding Options, Warrants and Rights</u>	<u>(A))</u>
Equity compensation plans approved by stockholders	2,573,904	\$ 16.51	257,622
Equity compensation plans not approved by stockholders	—	—	—
<b>Total</b>	<b>2,573,904</b>	<b>16.51</b>	<b>257,622</b>

Column (A) represents stock options and restricted stock outstanding under the Company's 2006 Equity Incentive Plan. Future equity awards under the 2006 Equity Incentive Plan may take the form of stock options, stock appreciation rights, performance unit awards, restricted stock, restricted performance stock, restricted stock units, stock awards or cash. Column (B) represents the weighted-average exercise price of the outstanding stock options only; the outstanding restricted stock awards are not included in this calculation. Column (C) represents the maximum aggregate number of future equity awards that can be made under the 2006 Equity Incentive Plan as of December 31, 2008.

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**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS**

The information concerning certain relationships and related transactions required by this will be filed with the Securities and Exchange Commission by amendment to this Form 10-K, not later than 120 days after the end of our fiscal year.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The information concerning principal accountant fees and services will be filed with the Securities and Exchange Commission by amendment to this Form 10-K, not later than 120 days after the end of our fiscal year.

**PART IV****ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES****(a)(1) Financial Statements**

The following consolidated financial statement of the registrant and its subsidiaries are filed as part of this document under “Item 8. Financial Statements and Supplementary Data.”

- (A) Report of Independent Registered Accounting Firm
- (B) Consolidated Statements of Financial Condition - at December 31, 2008 and 2007
- (C) Consolidated Statements of Operations for the years ended December 31, 2008, 2007 and 2006
- (D) Consolidated Statements of Changes in Stockholders’ Equity for the years ended December 31, 2008, 2007 and 2006
- (E) Consolidated Statements of Cash Flows for the years ended December 31, 2008, 2007 and 2006
- (F) Notes to Consolidated Financial Statements

**(a)(2) Financial Statement Schedules**

None.

**(a)(3) Exhibits**

The documents set forth below are filed herewith or incorporated herein by reference to the location indicated.

<u>Exhibit</u>	<u>Location</u>
3.1 Articles of Incorporation of BankFinancial Corporation	Exhibit 3.1 to the Registration Statement on Form S-1 of the Company (file no. 333-119217), originally filed with the Securities and Exchange Commission on September 23, 2004
3.2 Bylaws of BankFinancial Corporation	Exhibit 3.2 to the Registration Statement on Form S-1 of the Company (file no. 333-119217), originally filed with the Securities and Exchange Commission on September 23, 2004
3.3 Articles of Amendment to Charter of BankFinancial Corporation	Exhibit 3.3 to the Registration Statement on Form S-1 of the Company (file no. 333-119217), originally filed with the Securities and Exchange Commission on September 23, 2004

	<b>Exhibit</b>	<b>Location</b>
3.4	Restated Bylaws of BankFinancial Corporation	Exhibit 3.4 to the Annual Report on Form 10-K of the Company (file no. 0001193125-06-064000), filed with the Securities and Exchange Commission on March 15, 2007
4	Form of Common Stock Certificate of BankFinancial Corporation	Exhibit 4 to the Registration Statement on Form S-1 of the Company (file no. 333-119217), originally filed with the Securities and Exchange Commission on September 23, 2004
10.1	Employee Stock Ownership Plan	Exhibit 10.1 to the Registration Statement on Form S-1 of the Company (file no. 333-119217), originally filed with the Securities and Exchange Commission on September 23, 2004
10.2	Deferred Compensation Plan	Exhibit 10.2 to the Registration Statement on Form S-1 of the Company (file no. 333-119217), originally filed with the Securities and Exchange Commission on September 23, 2004
10.3	BankFinancial FSB Employment Agreement with F. Morgan Gasior	Exhibit 10.1 to the Current Report on Form 8-K of the Company (file 000-51331) originally filed with the Securities and Exchange Commission on May 5, 2008
10.4	BankFinancial FSB Employment Agreement with James J. Brennan	Exhibit 10.3 to the Current Report on Form 8-K of the Company (file 000-51331) originally filed with the Securities and Exchange Commission on May 5, 2008.
10.5	BankFinancial FSB Employment Agreement with Paul A. Cloutier	Exhibit 10.2 to the Current Report on Form 8-K of the Company (file 000-51331) originally filed with the Securities and Exchange Commission on May 5, 2008
10.7	BankFinancial FSB Employment Agreement with Christa N. Calabrese	Exhibit 10.5 to the Current Report on Form 8-K of the Company (file 000-51331) originally filed with the Securities and Exchange Commission on May 5, 2008.
10.12	Form of Incentive Stock Option Award Terms	Exhibit 10.1 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on September 5, 2006
10.13	2006 BankFinancial Corporation Equity Incentive Plan	Appendix C to the Definitive Form 14A filed with the Securities and Exchange Commission on May 25, 2006 (File No. 000-51331)
10.14	Form of Performance Based Incentive Stock Option Award Terms	Exhibit 10.2 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on September 5, 2006
10.15	Form of Non-Qualified Stock Option Award Terms	Exhibit 10.3 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on September 5, 2006
10.16	Form of Performance Based Non-Qualified Stock Option Award Terms	Exhibit 10.4 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on September 5, 2006
10.17	Form of Restricted Stock Unit Award Agreement	Exhibit 10.5 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on September 5, 2006

<b>Exhibit</b>	<b>Location</b>
10.18 Form of Performance Based Restricted Stock Award Agreement	Exhibit 10.6 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on September 5, 2006
10.19 Form of Restricted Stock Award Agreement	Exhibit 10.7 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on September 5, 2006
10.20 Form of Stock Appreciation Rights Agreement	Exhibit 10.8 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on September 5, 2006
10.21 Retirement Agreement dated as of October 20, 2008, between BankFinancial Corporation and Robert J. O'Shaughnessy	Exhibit 10.1 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on October 20, 2008
10.22 Consulting Agreement dated as of October 20, 2008, between BankFinancial Corporation and Robert J. O'Shaughnessy	Exhibit 10.2 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on October 20, 2008
10.23 Amendment to BankFinancial Corporation 2006 Equity Incentive Plan Restricted Stock Award Agreement between BankFinancial Corporation and Robert J. O'Shaughnessy dated October 20, 2008	Exhibit 10.3 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on October 20, 2008
10.24 Form of Amendments to BankFinancial Corporation 2006 Equity Incentive Plan Non-Qualified Stock Option Award Terms between BankFinancial Corporation and Robert J. O'Shaughnessy dated October 20, 2008	Exhibit 10.4 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on October 20, 2008
10.25 BankFinancial Corporation Employment Agreement with F. Morgan Gasior	Exhibit 10.1 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on October 20, 2008
10.26 BankFinancial Corporation Employment Agreement with Paul A. Cloutier	Exhibit 10.2 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on October 20, 2008
10.27 BankFinancial Corporation Employment Agreement with James J. Brennan	Exhibit 10.3 to the Report on Form 8-K of the Company filed with the Securities and Exchange Commission on October 20, 2008
10.28 BankFinancial Corporation Employment Agreement with Elizabeth A. Doolan	Filed herewith
10.29 BankFinancial FSB Employment Agreement with Elizabeth A. Doolan	Filed herewith
14 Code of Ethics for Senior Financial Officers	Exhibit 14 to the Annual Report on Form 10-K of the Company (file no. 0001193125-06-064000), filed with the Securities and Exchange Commission on March 27, 2006
21 Subsidiaries of Registrant	Exhibit 21 to the Registration Statement on Form S-1 of the Company (file no. 333-119217), originally filed with the Securities and Exchange Commission on September 23, 2004
23 Consent of Crowe Horwath LLP	Filed herewith
31.1 Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
31.2 Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith



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32 Certification of Chief Executive Officer and Chief Financial Officer   Furnished herewith  
pursuant to Section 906 of the Sarbanes-Oxley Act of 2002\*

\* A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

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**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**BANKFINANCIAL CORPORATION**

Date: February 23, 2009

By: /s/ F. Morgan Gasior  
F. Morgan Gasior  
Chairman of the Board, Chief Executive Officer and President  
(Duly Authorized Representative)

Pursuant to the requirements of the Securities Exchange of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ F. Morgan Gasior</u> F. Morgan Gasior	Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	February 23, 2009
<u>/s/ Paul A. Cloutier</u> Paul A. Cloutier	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 23, 2009
<u>/s/ Elizabeth A. Doolan</u> Elizabeth A. Doolan	Senior Vice President and Controller (Principal Accounting Officer)	February 23, 2009
<u>/s/ Cassandra J. Francis</u> Cassandra J. Francis	Director	February 23, 2009
<u>/s/ John M. Hausmann</u> John M. Hausmann	Director	February 23, 2009
<u>/s/ Sherwin R. Koopmans</u> Sherwin R. Koopmans	Director	February 23, 2009
<u>/s/ Joseph A. Schudt</u> Joseph A. Schudt	Director	February 23, 2009
<u>/s/ Terry R. Wells</u> Terry R. Wells	Director	February 23, 2009
<u>/s/ Glen R. Wherfel</u> Glen R. Wherfel	Director	February 23, 2009

BANKFINANCIAL CORPORATION  
EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of October 20, 2008 (the "Effective Date"), by and between BankFinancial Corporation, (the "Company"), a Maryland corporation having its principal office at 15 W 060 North Frontage Road, Burr Ridge, Illinois, and Elizabeth Doolan ("Executive").

WHEREAS, the Board of Directors of the Company (the "Board") considers the continued availability of Executive's services to be important to the successful management and conduct of the Company's business, and wishes to assure the continued availability of Executive's full-time services to the Company as provided in this Agreement; and

WHEREAS, Executive is willing to continue to serve in the employ of the Company on a full-time basis on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and upon the other terms and conditions hereinafter provided, the parties hereby agree as follows:

1. POSITION AND RESPONSIBILITIES.

(a) Position. During the period of employment established by Section 2(a) of this Agreement (the "Employment Period"), Executive agrees to serve, if appointed to serve, as the Senior Vice President and Controller, Accounting Department, Finance Division of the Company and BankFinancial, F.S.B. (the "Bank").

(b) Duties and Responsibilities. Executive shall have and exercise the duties, responsibilities, privileges, powers and authority commensurate with such position as the Board or the Chief Executive Officer of the Company, has assigned and may hereafter assign to Executive.

(c) Faithful Performance. Except for periods of paid time off taken in accordance with Section 3(t) hereof or following a Disability Determination made in accordance with Section 4(b) hereof, or for services performed for the Company's Affiliates (as defined below) Executive shall devote substantially all of her business time, attention, skill and efforts during the Employment Period to the faithful performance of her duties hereunder, and shall not engage in any business or activity that interferes with the performance of such duties or conflicts with the business, affairs or interests of the Company or the Bank; provided that, notwithstanding the foregoing, Executive may: (i) perform her obligations under any employment agreement hereafter entered into between the Bank and Executive (the "Bank Agreement"); and (ii) hold directorships, offices or other positions in one or more other organizations to the extent permitted by the Company's Professional Responsibility Policy, as amended from time to time, or as otherwise approved by the Board or the Chairman and Chief Executive Officer.

(d) Performance Standards. During the Employment Period, Executive shall perform her duties in accordance with the policies and procedures of the Company, as amended from time to time, such reasonable performance standards as the Board or the Chief Executive Officer of the Company has established or may hereafter establish in the exercise of good faith

business judgment, including those set forth in the Company's Personnel Manual, as amended from time to time, and such Business Plans as the Board or the Chief Executive Officer of the Company has established or may hereafter establish in the exercise of good faith business judgment.

## 2. TERM OF EMPLOYMENT.

(a) Term. The Employment Period shall commence as of the Effective Date and shall thereafter continue for a period of twenty-four (24) months unless extended as provided herein. On or before each anniversary of the Effective Date during the Employment Period (each an "Anniversary Date"), the Board, subject to the review process set forth in Section 2(b) hereof, may extend the Employment Period for an additional one (1) year so that the remaining term of the Employment Period shall then be twenty-four (24) months. All references herein to the Employment Period shall mean, for all purposes of this Agreement, Executive's Employment Period as initially established by, and as may subsequently be extended pursuant to, this Section 2(a).

(b) Annual Review. The Board or the Board's Human Resources Committee (the "Human Resources Committee") shall review this Agreement and the compensation arrangements provided for herein at least annually on, before or within a reasonable time (not to exceed forty-five (45) days) after each Anniversary Date. As part of each annual review, the Board or the Human Resources Committee shall determine whether or not to increase Executive's Base Salary as provided in Section 3(a) hereof and to extend the Employment Period for an additional one (1) year as provided in Section 2(a) hereof. The rationale and results of such review, and the justification for any such increase or extension, shall be documented in the minutes of the meeting at which the Board or the Human Resources Committee conducted such review, or in any written performance reviews referenced in such minutes. The Board, the Human Resources Committee or a person designated by either of them shall notify Executive in writing as soon as practicable, and not later than forty-five (45) days, after each applicable Anniversary Date, of the results of such review, including its decision whether or not to increase Executive's Base Salary and to extend the Employment Period. A decision by or the failure of the Board or the Human Resources Committee to increase Executive's Base Salary and/or to extend the Employment Period shall not constitute a breach of this Agreement or a "Good Reason" under Section 5(b) hereof. All decisions and actions of the Human Resources Committee pursuant to this Section 2(b) shall be subject to ratification by the Board only to the extent, if any, that ratification may be required by applicable laws and regulations.

## 3. COMPENSATION AND OTHER BENEFITS.

(a) Base Salary. During the Employment Period, the Company shall pay Executive the annual base salary that is reflected in the payroll records of the Company on the Effective Date ("Base Salary"), subject to any discretionary increases that the Board may hereafter elect to make pursuant to this Section 3(a). Executive's Base Salary shall be payable in accordance with the regular payroll practices of the Company. The Board or the Human Resources Committee may increase Executive's Base Salary at any time, but shall not reduce Executive's Base Salary during the Employment Period without the Executive's express prior written consent. All references herein to Base Salary shall mean, for all purposes of this Agreement, Executive's Base Salary as initially established, and as may subsequently be increased pursuant to, this Section 3(a).

(b) Bonuses; Incentive Compensation. In addition to Executive's Base Salary, Executive shall be entitled to any cash or equity-based incentive compensation and bonuses to the extent earned pursuant to any plan or arrangement of the Company or the Bank in which Executive is eligible to participate during the Employment Period, or to such other extent as the Board or its Human Resources Committee may determine in its discretion to award to Executive.

(c) Other Compensation. The Company may provide such additional compensation to Executive in such form and in such amounts as may be approved by the Board or the Human Resources Committee in its sole discretion.

(d) Special Allowances. The Company shall provide Executive with either the use of an automobile or an automobile allowance and either the use of a cellular telephone or a cellular telephone allowance during the Employment Period in accordance with the standard policies and practices of the Company and consistent with that provided to Executive as of the Effective Date; provided that the allowance for a given year must be paid to the Executive not later than 2.5 months after the end of such year.

(e) Reimbursement of Expenses. The Company shall payor reimburse Executive in accordance with the standard policies and practices of the Company for all reasonable expenses incurred by Executive during the Employment Period in connection with her employment hereunder or the business of the Company; provided that such payment or reimbursement must occur not later than 2.5 months after the end of the year in which such expense was incurred.

(f) Paid Time Off. Executive shall be entitled to receive not less than 176 hours of paid time off ("PTO") per calendar year during the Employment Period in accordance with the PTO policies of the Company as then applicable to senior executive officers of the Company. Executive shall also be entitled to take time off during all legal holidays approved by the Board for Company employees generally. Executive shall receive her Base Salary and the other amounts and benefits provided for in Section 3 hereof during all PTO periods and legal holidays. Except as permitted by the PTO policies of the Company, Executive shall not be entitled to receive any additional compensation for her failure to take PTO or accumulate unused PTO from one year to the next.

(g) Other Benefits. The Company shall provide Executive with all other benefits that are now or hereafter provided uniformly to non-probationary full-time employees of the Company during the Employment Period, including, without limitation, benefits under any Section 125 Cafeteria Plan, any group medical, dental, vision, disability and life insurance plans that are now or hereafter maintained by the Company (collectively, the "Core Plans"), and under any 401(k) plan ("401(k) Plan") and Employee Stock Ownership Plan ("ESOP") that is now or hereafter sponsored by the Company, in each case subject to the Company's policies concerning employee payments and contributions under such plans. The Company shall not make any changes to any Core Plan that would materially and adversely affect Executive's rights or benefits under such plan unless such changes are made applicable to all non-probationary fulltime employees of the Company on a non-discriminatory basis. Nothing paid to Executive under any Core Plan or any 401(k) Plan or ESOP shall be deemed to be in lieu of any other compensation that Executive is entitled to receive under this Agreement.

(h) Disability Insurance. During the Employment Period, the Company may provide Executive with a disability insurance policy with coverage sufficient to provide Executive with annual disability insurance payments in an amount up to sixty percent (60%) of Executive's Base Salary for a period at least equal to the then remaining term of the Employment Period (the "Disability Policy") in the event that Executive's employment is terminated by reason of a Disability Determination (as defined below). If a Disability Policy is so provided, Executive shall be responsible for the payment of all premiums on the Disability Policy and shall cooperate with the Company in all respects as necessary or appropriate to enable the Company to procure the Disability Policy, and the Company shall provide Executive with an annual allowance in an amount sufficient, on an after-tax basis, to equal the annual premiums for the Disability Policy; provided that the allowance for a given year must be paid to the Executive not later than 2.5 months after the end of the year in which such premiums are paid.

(i) Disability Insurance Adjustment. If Executive receives disability benefits under the Disability Policy or any Core Plan or receives federal Social Security disability benefits (collectively, "Disability Payments"), the Company's obligation under Section 3(a) and 6(b) hereof to pay Executive her Base Salary shall be reduced, as of the date the Disability Payments are first received by Executive, to an amount equal to the difference between Executive's Base Salary and the Disability Payments that Executive received during each applicable payroll period. The Executive shall make reasonable good faith efforts to notify the Company of the receipt of Disability Payments.

#### 4. TERMINATION BY THE COMPANY.

(a) Termination For Cause. The Board may terminate Executive's employment with the Company "For Cause" at any time during the Employment Period, subject to the requirements set forth in this Section 4(a) and in Section 7 of this Agreement. A termination "For Cause" shall mean the Company's termination of Executive's full-time employment hereunder because of Executive's personal dishonesty, incompetence, willful misconduct, breach of fiduciary duty involving personal profit, intentional failure to perform stated duties, willful violation of any law, rule or regulation (other than traffic violations or similar offenses), or final cease-and-desist order, a repeated and material failure to achieve minimum objectives under a Business Plan established in accordance with Section 1 (d) of this Agreement, a repeated and material failure of Executive to meet reasonable performance standards established in accordance with Section led) of this Agreement, or a material breach of any provision of this Agreement. Notwithstanding the foregoing, Executive shall not be deemed to have been terminated For Cause unless and until (i) there shall have been delivered to Executive a written notice of the Board's intention to terminate Executive's employment For Cause, specifying the alleged grounds for such termination; (ii) if the alleged grounds for such termination are a material breach of this Agreement, a repeated and material failure to achieve minimum objectives under a Business Plan established in accordance with Section I (d) of this Agreement, or a repeated and material failure of Executive to meet reasonable performance standards established in accordance with Section led) of this Agreement, providing Executive with a reasonable opportunity to cure, if curable, any conduct or acts alleged to be such; (iii) following

delivery of such written notice, Executive (together with any counsel selected by her) shall have been given a reasonable opportunity to present to the Board, at a meeting called and held for or including that purpose, Executive's position regarding any dispute that exists regarding the alleged grounds for termination For Cause; and (iv) the Board shall adopt a resolution by the affirmative vote of not less than a majority of its members, finding in good faith and on the basis of reasonable evidence that Executive was guilty of conduct justifying a termination For Cause. The Notice of Termination (as defined in Section 7 below) issued in connection with the termination of Executive's employment For Cause shall be accompanied by a copy of such resolution. Should a dispute arise concerning the Executive's termination For Cause, any review of the For Cause termination in any judicial or arbitration proceeding will be limited to a determination of whether the Board acted in good faith and on the basis of reasonable evidence. The Board shall also be deemed to have terminated Executive's employment with the Company For Cause if Executive's employment with the Bank is terminated For Cause during the Employment Period in accordance with the requirements set forth in the Bank Agreement.

(b) Termination for Disability. Upon a determination (a "Disability Determination") of Disability (as defined below), the Board, in its discretion, may terminate Executive's employment with the Company at any time from and after the date of such Disability Determination. Following a Disability Determination, the Board may, in lieu of terminating Executive's employment by reason of the Disability Determination, appoint one or more other persons to serve as Acting Senior Vice President and Controller, Accounting Department, Finance Division of the Company to fulfill, on a temporary basis, the duties and responsibilities of Executive. Any such temporary appointment shall be without prejudice to the Board's right to thereafter terminate Executive's employment based on a Disability Determination made pursuant to this Section 4(b) or as otherwise provided herein. The Board shall also be deemed to have terminated Executive's employment with the Company based on a "Disability Determination" if Executive's employment with the Bank is terminated during the Employment Period based on a "Disability Determination" in accordance with the requirements set forth in Section 4(b) of the Bank Agreement. The term "Disability" shall mean that (i) the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) the Executive is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

(c) Termination Without Cause. The Board, in its discretion, may terminate Executive's employment with the Company "Without Cause" at any time, subject to the notification requirements set forth in Section 7 hereof. A termination "Without Cause" shall mean the Board's termination of Executive's employment for any reason other than a termination For Cause or a termination based on a Disability Determination or death. The Board shall also be deemed to have terminated Executive's employment with the Company Without Cause if Executive's employment with the Bank is terminated during the Employment Period "Without Cause" in accordance with the requirements set forth in the Bank Agreement.

(d) Termination under Code Section 409A. Any termination described in this Section 4 will only be deemed to have occurred if such termination constitutes a "separation from service" as defined under Section 409A of the Internal Revenue Code of 1986, as amended, or any successor thereto (the "Code").

5. TERMINATION BY EXECUTIVE OR BY REASON OF DEATH.

(a) Termination By Resignation. Executive may, in her discretion, terminate her employment with the Company "By Resignation" at any time during the Employment Period, subject to the notification requirements set forth in Section 7 hereof. A termination "By Resignation" shall mean Executive's termination of her employment for any reason other than a "Good Reason" as such term is defined in Section 5(b) hereof. Executive shall also be deemed to have resigned her employment with the Company, and to have terminated her employment with the Company By Resignation, if Executive's employment with the Bank is terminated during the Employment Period By Resignation in accordance with the requirements set forth in the Bank Agreement.

(b) Termination For Good Reason. Executive may terminate Executive's employment with the Company for "Good Reason," subject to the requirements set forth in this Section 5(b) and the notification requirements set forth in Section 7 hereof. A termination for "Good Reason" shall mean Executive's resignation from the Company's employ during the Employment Period based upon any of the following reasons, but only if taken or occurring during the Employment Period without Executive's prior written consent: (i) a decision by the Board not to elect or re-elect or to appoint or re-appoint Executive to the office of Senior Vice President and Controller, Accounting Department, Finance Division of the Company; (ii) the Board's relocation of Executive's principal place of employment to a place that is more than forty (40) miles from the principal office of the Company located at 15 W 060 North Frontage Road, Burr Ridge, Illinois; (iii) a reduction in Executive's Base Salary; (iv) a material uncured breach of this Agreement by the Company; (v) Executive's termination of her employment with the Bank for "Good Reason" as defined in the Bank Agreement; and (vi) the Bank's termination of Executive's employment with "Without Cause" as defined in the Bank Agreement. Executive shall have the right to elect to terminate her employment for Good Reason only by giving the Chairman and Chief Executive Officer of the Company a Notice of Termination (as defined below) within sixty (60) days after the act, omission or event giving rise to said right to elect. Notwithstanding the foregoing, Executive shall not have a right to elect to terminate her employment (i) based on the events set forth in this Section 5(b) solely on the basis of the Board's appointment of an Acting Senior Vice President and Controller, Accounting Department, Finance Division of the Company following a Disability Determination made in accordance with Section 4(b) of this Agreement, or (ii) if the Company fully rescinds or cures, within ten (10) days after its receipt of Executive's Notice of Termination, the act, omission or event giving rise to Executive's right to elect to terminate her employment for Good Reason. Executive shall also be deemed to have terminated her employment with the Company for Good Reason if Executive's employment with the Bank is terminated during the Employment Period for Good Reason in accordance with the requirements set forth in the Bank Agreement.



(c) Termination Upon Death. Executive's employment with the Company shall terminate immediately upon Executive's death, without regard to the notification requirements set forth in Section 7 hereof.

(d) Termination under Code Section 409A. Any termination described in this Section 5 will only be deemed to have occurred if such termination constitutes a "separation from service" as defined under Code Section 409A.

6. FINANCIAL CONSEQUENCES OF TERMINATION.

(a) Termination For Cause. In the event that Executive's employment is terminated For Cause during the Employment Period, the Company shall pay Executive the unpaid balance of Executive's Base Salary through the effective date of the termination of Executive's employment ("Earned Salary"), but Executive shall receive no bonus or incentive compensation for the current year (all such amounts shall remain unearned and unvested), and shall receive no compensation or other benefits (including the compensation and benefits set forth in Section 3(a) through Section 3(i) and Section 6 hereof) for any period after the effective date of the termination of Executive's employment; *provided, however*, that any rights of Executive under any applicable state and federal laws, including ERISA and COBRA, and any rights of Executive that have vested, whether by application of any state or federal law, the provisions of any contract, employee benefits plan or otherwise, shall not be terminated or prejudiced by a termination For Cause. Upon Executive's death, any payments due under this Section 6(a) shall be paid, as applicable, to Executive's estate, trust or as otherwise required by law.

(b) Termination for Disability. In the event that Executive's employment is terminated during the Employment Period based on a Disability Determination, the Company shall: (i) pay Executive her Earned Salary (as defined above); (ii) pay Executive an amount equal to the cash incentive compensation, if any, that the Board determines in its sole and absolute discretion that Executive is to receive during the current year based on Executive's demonstrable achievement of the objectives set forth in Executive's incentive compensation program for the current year, prorated based on the number of days during such year that elapsed prior to the effective date of the termination of Executive's employment ("Prorated Incentive Compensation"); (iii) make, for the benefit of Executive, the matching 401 (k) plan contribution that Executive is entitled to receive for the current year, prorated based on the number of days during such year that elapsed prior to the effective date of the termination of Executive's employment ("Accrued Plan Contribution"); (iv) subject to the disability insurance adjustment set forth in Section 3 (i) hereof, pay Executive the Base Salary that Executive would have been paid pursuant to Section 3(a) hereof from the effective date of termination through the date the Employment Period would have expired if Executive's employment had not been sooner terminated based on a Disability Determination; (v) provide Executive (and upon her death her surviving spouse and minor children, if any) with the same coverage under the Core Plans that Executive (and her surviving spouse and minor children, if any) would have been provided pursuant to Section 3(g) hereof from the effective date of termination through the third anniversary of termination based on a Disability Determination (subject to payment of the costs and contributions that such plans provide are the responsibility of the insured employee); and (vi) provide Executive (and her surviving spouse and minor children, if any) with the health insurance continuation benefits set forth in Section 6(g), beginning on the date of the expiration

of the health insurance coverage provided under the Core Plans pursuant to Section 6(b)(v) (subject to the payment of the costs specified therein). Amounts payable under Subsections (ii) and (iv) of this Section 6(b) shall be paid in equal installments over the period beginning on the Company's first regular payroll date after the effective date of termination and continuing through the Company's first regular payroll date after the date the Employment Period would have expired if Executive's employment had not been sooner terminated based on a Disability Determination.

(e) Termination Without Cause. In the event that Executive's employment is terminated Without Cause during the Employment Period, the Company shall: (i) pay Executive her Earned Salary (as defined above); (ii) pay Executive her Prorated Incentive Compensation (as defined above); (iii) make, for the benefit of Executive, the Accrued Plan Contribution (as defined above); (iv) pay Executive the Base Salary that Executive would have been paid pursuant to Section 3(a) hereof from the effective date of termination through the date the Employment Period would have expired if Executive's employment had not been sooner terminated Without Cause; (v) provide Executive (and upon her death her surviving spouse and minor children, if any) with coverage under the Core Plans that Executive would have been provided pursuant to Section 3 (g) from the effective date of the termination of Executive's employment through the third anniversary of the date the Executive's employment terminated Without Cause (subject to payment of the costs and contributions that such plans provide are the responsibility of the insured employee) and (vi) provide Executive (and her spouse and minor children, if any) with the health insurance continuation benefits set forth in Section 6(g) beginning on the expiration date of the health insurance coverage provided under the Core Plans pursuant to Section 6(c)(v) (subject to the payment of the costs specified therein). Amounts payable under Subsections (ii) and (iv) of this Section 6(c) shall be paid in equal installments over the period beginning on the Company's first regular payroll date after the effective date of termination and continuing through the Company's first regular payroll date after the date the Employment Period would have expired if Executive's employment had not been sooner terminated Without Cause; *provided, however*, to the extent any portion of the applicable payment amount under this subsection 6(c) exceeds the "safe harbor" amount described in Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), the Executive shall receive such portion of the applicable payment that exceeds the "safe harbor" amount in a single lump sum payment payable within five (5) days after the Executive's termination.

(d) Termination By Resignation. In the event that Executive's full-time employment is terminated By Resignation during the Employment Period, the Company shall pay Executive her Earned Salary (as defined above), but Executive shall receive no compensation or other benefits (including the compensation and benefits set forth in Section 3(a) through Section 3(i) hereof) for any period after the effective date of the termination of Executive's employment; *provided, however*, that any rights of Executive under any applicable state and federal laws, including ERISA and COBRA, and any rights of Executive that have vested, whether by application of any applicable state or federal law, the provisions of any contract, employee benefits plan or otherwise, shall not be terminated or prejudiced by a termination By Resignation.

(e) Termination for Good Reason. In the event that Executive's employment is terminated by Executive for Good Reason during the Employment Period, the Company shall

pay Executive the same amounts that Executive would have been paid pursuant to Sections 6(c)(i), (ii), (iii) and (iv), and shall provide Executive (and upon her death her surviving spouse and minor children, if any) with the same coverages under the Core Plans coverage that Executive (and her spouse and minor children, if any) would have been provided pursuant to Section 6(c)(v) (subject to the payment of the costs and contributions that such plans provide are the responsibility of the insured employee) and the same health insurance continuation benefits that Executive (and her spouse and minor children, if any) would have been provided pursuant to Section 6(c)(vi) (subject to the payment of the costs specified therein) if Executive's employment had been terminated by the Company Without Cause on the effective date of the termination of Executive's employment. Amounts payable under this Section 6(e) shall be paid in equal installments over the period beginning on the Company's first regular payroll date after the effective date of termination and continuing through the Company's first regular payroll date after the date the Employment Period would have expired if Executive's employment had not been sooner terminated for Good Reason; *provided, however*, to the extent any portion of the applicable payment amount under this subsection 6( e) exceeds the "safe harbor" amount described in Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), the Executive shall receive such portion of the applicable payment that exceeds the "safe harbor" amount in a single lump sum payment payable within five (5) days after the Executive's termination.

(1) Termination Upon Death . In the event Executive's employment with the Company is terminated during the Employment Period by reason of Executive's death, the Company shall pay Executive's estate or trust, as applicable, the same amounts Executive would have been paid pursuant to Sections 6(b)(i), (ii), (iii) and (iv), and shall provide her surviving spouse and minor children, if any, with the same coverages under the Core Plans that they would have been provided pursuant to Section 6(b)(v) (subject to the payment of the costs and contributions that such plans provide are the responsibility of the insured employee) and the same health insurance continuation coverages they would have been provided pursuant to Section 6(b)(vi) (subject to the payment of the costs specified therein) if Executive's employment had been terminated by the Company based on a Disability Determination on the date of Executive's death. Amounts payable under this Section 6(f) shall be paid in a single lump sum on the Company's second regular payroll date after the date of Executive's death.

(g) Post-Employment Health Insurance . In the event of Executive's termination of employment pursuant to Sections 4(b), 4(c), 5(b) or 5 (c), beginning on the expiration date of any health insurance coverage under the Core Plans provided pursuant to Section 6 hereof and continuing through the earlier of (i) the date on which Executive becomes eligible for comparable coverage under another group health insurance plan with no pre-existing condition limitation or exclusion or (ii) the date on which Executive becomes entitled to benefits under Medicare (and the date on which the Executive's spouse becomes entitled to benefits under Medicare with respect to the right to continued coverage for such spouse), Executive (and any qualified dependents, including Executive's spouse) shall be entitled to group health insurance coverage. Such coverage shall be provided under the group health insurance plan in which the employees and senior executives of the Bank and the Company (including the employees and senior executives of any successors of the Bank and the Company) participate (as such plan is then in effect and as it may be modified, replaced or substituted at any time and from time to time during the period of coverage contemplated in this Section 6(g)), to the same extent as Executive was participating immediately prior to termination, at the Executive's cost, which cost

shall be an amount equal to the cost of such benefits as if such benefits were being provided pursuant to COBRA. Executive shall promptly notify the Company if Executive becomes eligible for coverage under another group health plan with no pre-existing condition limitation or exclusion or Executive becomes entitled to full benefits under Medicare. Nothing contained in this section is intended to limit or otherwise modify benefits that the Executive may otherwise be entitled to under this Agreement with respect to the Core Plans.

(h) General Release. In consideration of the Company's agreements with respect to the monetary payments and other benefits provided for in Section 6 of this Agreement (which payments and benefits exceed the nature and scope of that to which Executive would have been legally entitled to receive absent this Agreement), and as a condition precedent to Executive's receipt of such payments and other benefits, Executive (or in the event of Executive's death, Executive's executor, trustee, administrator or personal representative, as applicable), shall, at the time the first of any such payments and other benefits is tendered, execute and deliver to the Company a general release in favor of the Company and its Affiliates (as defined below), releasing all claims, demands, causes of actions and liabilities arising out of this Agreement, Executive's employment or the termination thereof, including, but not limited to, claims, demands, causes of action and liabilities for wages, back pay, front pay, attorney's fees, other sums of money, insurance, benefits, or contracts; and all claims, demands, causes of actions and liabilities arising out of or under the statutory, common law or other rules, orders or regulations of the United States or any State or political subdivision thereof, whether now existed or hereinafter enacted or adopted, including the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, and no further payments shall be due Executive until such time as all applicable waiting or rescission periods there under shall have expired or shall have been waived. Notwithstanding the foregoing or anything to the contrary herein, the general release shall not release, and shall expressly reserve, any unperformed obligations of the Company under this Agreement. Notwithstanding the foregoing or anything to the contrary herein, the general release shall not release, and shall expressly reserve, any unperformed obligations of the Company under this Agreement, or of the Bank under the 2006 EIP or the Bank Agreement, to Executive.

#### 7. NOTICE OF TERMINATION.

Any termination or purported termination by the Company or Executive of Executive's employment with the Company shall be communicated by a Notice of Termination to the other party. A "Notice of Termination" shall mean a written notice that shall set forth the effective date of the termination of Executive's employment, identify the specific termination provision(s) in this Agreement relied upon, and set forth in reasonable detail the facts and circumstances claimed to provide a basis for the termination of Executive's employment under the provision so identified. The party issuing the Notice of Termination shall cause it to be delivered to the other party either in person, by United States mail or via a reputable commercial delivery service (i) not less than thirty (30) days prior to the effective date of termination in the case of a termination Without Cause or By Resignation or based on a Disability Determination; (ii) not less than thirty (30) days prior to the effective date of termination and as otherwise provided in Section 4(a) hereof in the case of a termination For Cause; and (iii) as provided in Section 5(b) hereof in the case of a termination for Good Reason. Notices to the Company shall be addressed and delivered to the principal headquarters office of the Company, Attention: Chief Executive

Officer, with a copy concurrently so delivered to General Corporate Counsel to the Company, Barack Ferrazzano Kirschbaum & Nagelberg LLP, 200 West Madison Street, Suite 3900, Chicago, Illinois 60606, to the joint attention of Edwin S. del Hierro and Donald L. Norman, Jr. Notices to the Executive shall be sent to the address set forth below the Executive's signature on this Agreement, or to such other address as Executive may hereafter designate in a written notice given to the Company and its counsel.

8. NON-COMPETITION AND OTHER AGREEMENTS.

(a) Non-Competition. Executive shall not, during the Non-Competition Period (as hereinafter defined), directly or indirectly, and in any capacity, including as an individual for Executive's own account, or as an employee, agent, independent contractor, consultant, officer, director, stockholder, owner or member of any association, corporation (whether for profit or not for profit), partnership (whether general or limited), limited liability company, trust, firm, any federal, state or local government, agency, commission, board, district or body politic, any other registered or legal entity of any type (each a "Legal Entity"), or as an employee, agent, independent contractor or consultant of or for any person, compete with the Company in any of the following lines of business: the business of originating or purchasing loans, leases and payment streams there under, accepting deposits, selling or providing insurance, securities, financial planning, and asset management products and services, accepting referrals of any of the foregoing, and other business contracts, relationships or activities of the Company and any Affiliate (as defined below) of the Company (collectively, "Banking Business") from a place that is located within five (5) miles of a place where the Company or any Affiliate maintains a branch, office or other place of business, or has filed a regulatory notice or application to establish a branch, office or other place of business (collectively, the "Restricted Area"). The term "Non-Competition Period" shall mean: (i) the greater of (A) six (6) months after the effective date of the termination of Executive's employment, and (B) any period of time during which Executive is entitled to receive payments or benefits pursuant to Sections 6(b), (c) or (e) of this Agreement on account of a termination based on a Disability Determination, Without Cause or for Good Reason, respectively; and (ii) six (6) months from the effective date of the termination of Executive's employment if such employment is terminated By Resignation or With Cause. Notwithstanding the foregoing or anything to the contrary herein, Executive shall be entitled to engage in the practice of public accounting during the Non-Competition Period and the foregoing restrictions shall not apply to any activities in which Executive engages that are within the scope of Executive's practice of public accounting. The term "Affiliate" means, for all purposes of this Agreement, any Legal Entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company. The following Legal Entities are Affiliates of the Company as of the date of this Agreement: the Bank; Financial Assurance Services, Inc.; SXNB Corporation (an Illinois corporation in dissolution); Success Bancshares, Inc. (a Delaware corporation in dissolution); and BF Asset Recovery Corporation.

(b) Non-Solicitation. Executive shall not, during the Non-Solicitation Period (as hereinafter defined), directly or indirectly, either as an individual for Executive's own account, or as an employee, agent, independent contractor or consultant of or for any person or Legal Entity, or as an officer, director, stockholder, owner or member of any Legal Entity: (i) call upon or solicit for the purpose of obtaining Banking Business from, or do any Banking Business

with, any person or Legal Entity that was or is a customer of the Company or any Affiliate at any time between the Effective Date of this Agreement and the last day of the Non-Solicitation Period, and with which Executive had dealings on behalf of the Company or with which Executive had dealings on behalf of the Bank (a "Protected Customer"); (ii) divert or take away from the Company or an Affiliate any existing Banking Business between the Company or an Affiliate and a Protected Customer; (iii) call upon or solicit for the purpose of obtaining Banking Business from, or do any Banking Business with, any person or Legal Entity from which the Company or an Affiliate purchased loans or personal property leases (or any payment streams there under), or that referred or originated loans or personal property leases (or any payment streams there under) to, for or on behalf of the Company or an Affiliate at any time between the Effective Date of this Agreement and the last day of the Non-Solicitation Period (a "Protected Referral Source"); (iv) divert or take away from the Company or an Affiliate any existing Banking Business between the Company or an Affiliate and a Protected Referral Source; (v) solicit or induce any Protected Customer or Protected Referral Source to terminate or not renew or continue any Banking Business with the Company or any Affiliate, or to terminate or not renew or continue any contractual relationship with the Company or any Affiliate; (vi) hire, or assist or cause any person or Legal Entity with which Executive is affiliated or associated in hiring, any person who was or is an employee of the Company or any Affiliate between the Effective Date of this Agreement and the last day of the Non-Solicitation Period (a "Protected Employee"); (vii) solicit or induce any Protected Employee to terminate her employment with the Company or any Affiliate; or (viii) attempt to do, or conspire with or aid and abet others in doing or attempting to do, any of the foregoing. The term "Non-Solicitation Period" shall mean, except as provided in Section 8(t) below, a period of eighteen (18) months commencing on the effective date of the termination of Executive's employment.

(c) Confidentiality. Executive recognizes and acknowledges that personal information and knowledge thereof regarding the customers of the Company and its Affiliates are protected by state and federal law and the Privacy Principles of the Company and its Affiliates, as amended from time to time (collectively, "Protected Customer Information"), and that customer lists, trade secrets, nonpublic financial information, and nonpublic past, present, planned or considered business activities of the Company and its Affiliates and any plans for such business activities (collectively, "Proprietary Information") are valuable, special and unique assets of the Company. Executive will not, during or after the Employment Period, disclose any Protected Customer Information or Proprietary Information or her knowledge thereof to any person or Legal Entity other than the Company or any Affiliate, or use any Protected Customer Information or Proprietary Information to the detriment of the Company, any Affiliate or any of their respective customers or employees, or for the benefit of herself, any person or any Legal Entity, for any reason or purpose whatsoever. Notwithstanding the foregoing, Executive may (i) disclose and use information that becomes publicly known through no wrongful act or omission of Executive, but only if the disclosure of such information is not restricted by any applicable state or federal laws or regulations and the information is not received from a person who was or is bound by an obligation not to disclose such information; (ii) disclose and use any financial, banking, business or economic principles, concepts or ideas that do not constitute Protected Customer Information or Proprietary Information; (iii) disclose any information regarding the business activities of the Company or its Affiliates to a governmental authority pursuant to a formal written request made by such governmental authority; and (iv) disclose any information required to be disclosed by Executive pursuant to an

order or judicial process issued by a court of competent jurisdiction; *provided, however*, that to the extent not prohibited by applicable state or federal law, Executive shall provide the Company or the applicable Affiliate with at least ten (10) days' prior written notice of her intention to disclose information pursuant to subparagraph (Hi) or (iv) of this Section 8(c).

(d) Cooperation in Legal Proceedings. During the Employment Period and for a period equal to three (3) years from the effective date of the termination of Executive's employment, Executive shall, upon reasonable notice, furnish such cooperation, information and assistance to the Company as may reasonably be required by the Company or any Affiliate of the Company in connection with any pending or threatened judicial, administrative or arbitration proceeding or any investigation that is based on events or circumstances in which Executive had personal knowledge or involvement and in which the Company or any of its Affiliates is or may become a party or target, except for proceedings instituted against Executive by the Company or any governmental or regulatory authority, or proceedings instituted by Executive against the Company to enforce the terms of this Agreement or any other duties or obligations of the Company to Executive. The Company, or if applicable, its Affiliate, shall reimburse Executive for all reasonable costs and expenses incurred by Executive in providing such cooperation, information and assistance. Unless Executive's appearance is compelled by a court order or other legal process, Executive shall not be obligated to devote more than two (2) days per calendar month in fulfilling her obligations under this Section 8(d), and the Company or its Affiliate shall make reasonable accommodations to avoid interfering with any duties that Executive may then have to any client or other employer. Notwithstanding anything to the contrary in this Section 8(d) or this Agreement, while Executive will be encouraged to voluntarily provide sworn testimony where appropriate, Executive shall have no duty to provide sworn testimony in any judicial, arbitration or discovery proceeding except as may be required by any rule of procedure, subpoena or judicial process applicable to or enforceable against Executive, and in no case shall Executive be required to provide any testimony that, in the judgment of Executive, might or could expose her to civil liability or compromise her privilege against self incrimination. Any testimony given by Executive in such a proceeding shall be truthful, but in no event shall the content of any testimony given by Executive in such a proceeding constitute a breach of this Section 8( d) or any other provision of this Agreement. Executive may condition her providing of assistance and testimony hereunder on her receipt of an undertaking from the Company that it will indemnify her for such actions to the fullest extent permitted by applicable law.

(e) Remedies. Executive and the Company stipulate that irreparable injury will result to the Company and its Affiliates and their business and property in the event of Executive's violation of any provision of this Section 8, and agree that, in the event of any such violation by Executive, the Company, and if applicable, its Affiliates, will be entitled, in addition to any other rights, remedies and money damages that may then be available, to injunctive relief to restrain the violation hereof by Executive, Executive's partners, agents, servants, employees and all persons acting for, under the direction or control of or in concert with Executive, and to such other equitable remedies as may then be available. Nothing herein will be construed as prohibiting the Company or any Affiliate from pursuing any other remedies available to the Company or such Affiliate for such breach or threatened breach, including the recovery of money damages from Executive.

(1) Adjustment of Non-Solicitation Period. The Non-Solicitation Period shall be reduced from eighteen (18) months to ninety (90) days, but only with respect to the restrictions set forth in Subsection (b)(i) and Subsection (b)(iii) of Section 8 of this Agreement (and the prohibitions in Subsection (b) (viii) of Section 8 against, aiding, abetting, inducing or conspiring with others to violate those restrictions), in the event that Executive resigns her employment within twelve (12) months after the Board fails to extend the Employment Period within ninety (90) days (before or after) an applicable Anniversary Date pursuant to Section 2(a) for an additional one (1) year and Executive provides the Board with notice of such failure at least thirty (30) days prior to the expiration of such ninety (90) day period, or in the event that the Company terminates Executive's employment For Cause based on a repeated and material failure to achieve minimum objectives under a Business Plan established in accordance with Section I (d) of this Agreement, or a repeated and material failure of Executive to meet reasonable performance standards established in accordance with Section 1 (d) of this Agreement. The Non-Solicitation Period shall be reduced from eighteen (18) months to six (6) months, but only with respect to the restrictions set forth in Subsection (b)(i) and Subsection (b)(iii) of Section 8 of this Agreement (and the prohibitions in Subsection (b)(viii) of Section 8 against, aiding, abetting, inducing or conspiring with others to violate those restrictions), in the event that the Company terminates this Agreement Without Cause or Executive terminates this Agreement for Good Reason, provided that, in either case, Executive executes and delivers to the Company a writing, acceptable in form and substance to the Company, that releases and waives any and all obligations that the Company may have under Section 6(c) or 6(e) of this Agreement to pay Executive any Base Salary after the expiration of such six-month period, or to provide Executive (or upon her death, her surviving spouse and minor children, if any) with coverage under the Core Plans after the expiration of such six-month Non-Solicitation Period.

9. SOURCE OF FUNDS: ALLOCATION.

All payments provided in this Agreement shall be timely paid in cash or check from the general funds of the Company; *provided, however*, that to the extent that any cash compensation payments and benefits (other than benefits provided by the Company under the 2006 EIP) provided for in this Agreement are paid to or received by Executive from the Bank, whether pursuant to the Bank Agreement or otherwise, such cash compensation payments and benefits paid by the Bank shall be subtracted from any amounts due simultaneously to Executive under this Agreement. Payments due Executive pursuant to this Agreement and the Bank Agreement shall be allocated in proportion to the services rendered and time expended on such activities by Executive as determined by the Company and the Bank on a quarterly basis or as required by law.

10. EFFECT ON PRIOR AGREEMENTS AND EXISTING PLANS.

This Agreement contains the entire understanding between the parties hereto with respect to Executive's employment with the Company, and supersedes the Initial Agreement, any prior offer of employment, employment letter or other agreements or understandings between the Company and Executive, whether oral or written, with respect thereto, except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to Executive of a kind provided for in any Core Plan or any separate plan or program established for the benefit of Company employees generally, or any separate plan or program established after the



date of this Agreement for the specific benefit of Executive. No provision of this Agreement shall be interpreted to mean that Executive is subject to receiving fewer benefits than those available to her without reference to this Agreement.

11. MODIFICATION AND WAIVER.

This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto and approved by the Board. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future as to any act other than that specifically waived. Notwithstanding the foregoing, in the event that any provision or the implementation of any provision of this Agreement is finally determined to violate any applicable law, regulation or other regulatory requirement that is binding on the Company, Executive and the Company agree to amend such provision to the extent necessary to remove or eliminate such violation, and such provision shall then be applicable in the amended form.

12. NO ATTACHMENT.

Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void, and of no effect.

13. REQUIRED PROVISIONS.

In the event any of the foregoing provisions of this Agreement are in conflict with the provisions of this Section 13, this Section 13 shall prevail.

(a) Rights Not Prejudiced. Any payments made to Executive pursuant to this Agreement, or otherwise, are subject to and conditioned upon compliance with Section 18(k) of the Federal Deposit Insurance Act, 12 V.S.C. Section 1828(k) and the rules and regulations promulgated there under in 12 C.F.R. Part 359.

(b) Certain Payments. Any payments made to Executive pursuant to this Agreement, or otherwise, are subject to and conditioned upon compliance with 12 V.S.C. Section 1828(k) and 12 C.F.R. Section 545.121 and any rules and regulations promulgated there under.

14. WITHHOLDING.

All payments required to be made to Executive under this Agreement shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Company reasonably determines should be withheld pursuant to any applicable state or federal law or regulation.

15. SEVERABILITY.

If, for any reason, any provision of this Agreement, or any part of any provision, is held invalid, such invalidity shall not affect any other provision of this Agreement or any part of such provision that is not held invalid, and each such other provision and part thereof shall to the full extent consistent with law continue in full force and effect. Without limiting the foregoing, if any provisions of Section 8 of this Agreement are held to be unenforceable because of the scope, duration or area of applicability, the court making such determination shall have the power to modify such scope, duration or area of applicability, or all of them, and such provision shall then be applicable in the modified form.

16. HEADINGS FOR REFERENCE ONLY.

The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

17. GOVERNING LAW.

The validity, interpretation, performance and enforcement of this Agreement shall be governed by the internal laws of the State of Illinois, without regard or reference to any principles of conflicts of law of the State of Illinois, except to the extent that such internal laws are preempted by the laws of the United States or the regulations of the OTS or any other agency of the United States.

18. DISPUTE RESOLUTION.

(a) Arbitration. Except for claims, cases or controversies based on or arising out of Section 8 of this Agreement ("Section 8 Claims"), all claims, cases or controversies arising out of or in connection with either this Agreement, Executive's employment with the Company or the termination or cessation of such employment (collectively, "Employment Claims"), whether asserted against the Company, an Affiliate (as defined below), and/or an officer, director or employee of the Company or an Affiliate, and whether based on this Agreement or existing or subsequently enacted or adopted statutory or common law doctrines, shall be finally settled by arbitration conducted by JAMS Endisputed or a successor entity ("JAMS") in Chicago, Illinois, in accordance with the then applicable Employment Arbitration Rules and Procedures of JAMS, or in the event JAMS or a successor in interest of JAMS no longer provides arbitration services, by the American Arbitration Association or a successor entity (the "AAA") in accordance with its then applicable National Rules for the Resolution of Employment Disputes. The costs and fees imposed by JAMS or the AAA for conducting such arbitration shall be borne equally by Executive and the Company unless the arbitrator determines otherwise. The award rendered by the arbitrator(s) shall be final and binding upon Executive, the Company and any other parties to such proceeding, and may be entered and enforced as a judgment in any court of competent jurisdiction. The Employment Claims subject to arbitration hereunder shall include, but shall not be limited to, those arising under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the law of

contract, the law of tort, and other claims under federal, state or local statutes, ordinances and rules or the common law. Executive and the Company acknowledge that by agreeing to arbitration they are relinquishing all rights they have to sue each other for Employment Claims that do not constitute Section 8 Claims and any rights that they may have to a jury trial on Employment Claims that do not constitute Section 8 Claims.

(b) Section 8 Claims. All Section 8 Claims shall be brought, commenced and maintained only in a state or federal court of competent jurisdiction situated in the County of Cook or the County of DuPage, State of Illinois. Executive and the Company each hereby (i) consents to the exercise of jurisdiction over her or its person and property by any court of competent jurisdiction situated in the County of Cook or the County of DuPage, State of Illinois for the enforcement of any claim, case or controversy based on or arising under Section 8 of this Agreement; (ii) waives any and all personal or other rights to object to such jurisdiction for such purposes; and (iii) waives any objection which it may have to the laying of venue of any such action, suit or proceeding in any such court.

#### 19. INDEMNIFICATION AND INSURANCE.

(a) General. The Company shall indemnify Executive, and shall promptly pay to Executive, in advance of the final disposition of Proceeding to which Executive is a Party by reason of her service in her Official Capacity, the reasonable Expenses incurred by Executive in such Proceeding, in each case to the maximum extent permitted or required by Maryland law as in effect on the date hereof and as amended from time to time, including, without limitation, Section 2-418 of the Maryland General Corporation Law (the "MGCL"); provided that: (i) the Company shall not be obligated to pay or advance any amounts otherwise indemnifiable or payable hereunder if and to the extent that Executive has otherwise actually received such payment or advance under any insurance policy or any other contract or agreement to which Executive is a Party, including, without limitation, the Bank Employment Contract or any directors' and officers' liability insurance policy maintained by the Company, the Bank or any affiliate of either; and (ii) the Company shall only pay and advance Expenses under procedures permitted or required by applicable law. For the purposes of this Section 19, the terms "Expenses," "Official Capacity," "Party" and "Proceeding" shall have the meanings provided in Section 2-418 of the MGCL, as in effect on the date hereof.

(b) Successful Defense of Claims. If a claim for indemnification under this Section 19 is based on Executive's successful defense of a Proceeding, Executive shall be deemed to have been successful in the defense of a claim, issue or matter asserted in such Proceeding if it is dismissed pursuant to a settlement agreement that is approved by the Company in writing, or if such claim, issue or matter is otherwise dismissed, on the merits or otherwise, with or without prejudice. If Executive is successful in the defense of one or more but less than all claims, issues or matters asserted or arising in a Proceeding, the Company shall indemnify Executive for all Expenses actually and reasonably incurred by Executive or on her behalf in connection with each claim, issue or matter that Executive has successfully defended. In such event, Expenses shall be allocated on a reasonable and proportionate basis among the claims, issues and matters that have been successfully defended, and among any that have not been successfully defended.

(c) Procedures. To seek indemnification or the advance of Expenses hereunder, Executive shall submit to the Company a written request therefore, which shall: (i) describe with reasonable particularity the claim that has been made or threatened against Executive and the reasons why Executive believes that it is lawful and appropriate for the Company to indemnify and/or pay, advance or reimburse Expenses to Executive in connection therewith; and (ii) contain or include such documentation and information as is reasonably available to Executive and is reasonably necessary to enable the Board of Directors or a committee thereof, or if applicable, special legal counsel to the Board of Directors, to determine whether to approve, deny or otherwise respond to such request. Such determination shall be made and communicated to Executive in writing as soon as reasonably practicable, but in no case more than thirty (30) days of the Company's receipt of Executive's request. In any Proceeding commenced to enforce Executive's entitlement to indemnification or the advance of Expenses, the Company shall have the burden of proving that Executive is not entitled to indemnification or the advance of Expenses, as the case may be. All other procedures with respect to indemnification and the payment, advancement or reimbursement of Expenses in connection with a Proceeding to which Executive is a Party by reason of her service in her Official Capacity shall be as provided in the charter or bylaws of the Company and Maryland law.

(d) Survival of Rights and Benefits. The rights and benefits provided to Executive under this Section 19 shall survive the termination or expiration of this Agreement and shall not be deemed to be exclusive of any other rights or benefits to which Executive may at any time be entitled under Maryland law or any other applicable law, the charter or bylaws of the Company, or any other agreement to which Executive is a Party. No amendment, alteration or repeal of any applicable Maryland law or any provision of the charter or bylaws of the Company shall: (i) have the effect of reducing, limiting or restricting the rights and benefits that were available to Executive under this Section 19 based on such law or provision as in effect on the date hereof; or (ii) limit or restrict any right of or benefit to Executive hereunder in respect of any action taken or omitted by Executive in his official capacity prior to such amendment, alteration or repeal.

## 20. COSTS AND LEGAL FEES.

(a) Payment to Executive. Except as provided in Section 18(a) hereof, in the event any dispute or controversy arising under or in connection with any provision of this Agreement other than Section 8 hereof is resolved on the merits in favor of Executive pursuant to an arbitration award or final judgment, order or decree of a court of competent jurisdiction (the time for appeal there from having expired and no appeal having been perfected), the Company shall be obligated to pay Executive, within thirty (30) days after the date on which such judgment becomes final and not subject to further appeal, all reasonable costs and legal fees paid or incurred by Executive in connection with such dispute or controversy.

(b) Payment to the Company. Except as provided in Section 18(a) hereof, in the event any dispute or controversy arising under or in connection with Section 8 of this Agreement is resolved on the merits in favor of the Company pursuant to an arbitration award or final judgment, order or decree of a court of competent jurisdiction (the time for appeal there from having expired and no appeal having been perfected), Executive shall be obligated to pay the Company, within thirty (30) days after the date on which such judgment becomes final and not subject to further appeal, all reasonable costs and legal fees paid or incurred by the Company in connection with such dispute or controversy.

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21. NO CONFLICTS.

Executive has heretofore advised the Company and hereby represents that the execution and delivery of this Agreement and the performance of the obligations hereunder do not and will not conflict with, or result in any default, violation or breach of any contract or agreement to which Executive is a party, or of any legal duty of Executive.

22. SURVIVAL.

The rights and obligations of Executive and the Company under Sections 6, 8, 14, 18, 19, 20 and 21 of this Agreement shall survive the termination of Executive's employment and the termination or expiration of this Agreement. All other rights and obligations of Executive and the Company shall survive the termination or expiration of this Agreement only to the extent that they expressly contemplate future performance and remain unperformed.

23. SUCCESSORS AND ASSIGNS.

(a) Continue Rights and Obligations. This Agreement shall be binding upon, and inure to the benefit of, Executive and her heirs, executors, administrators and assigns, and the Company and its successors and assigns. The Company shall require any of its successors or assigns, whether resulting from a purchase, merger, consolidation, reorganization, conversion or a transfer of all or substantially all of its business or assets, to expressly and unconditionally to assume and agree to perform its obligations under this Agreement, in the same manner and to the same extent that it would be required to perform such obligations if no such succession or assignment had occurred.

(b) Payments to Estate or Trust. Any amounts due Executive hereunder shall be paid to Executive's estate in the event of Executive's death except as expressly provided herein; provided that, notwithstanding the foregoing, Executive may, in her discretion, provide for the payment of some or all of such amounts to a trust established by Executive. In the event that Executive desires that such amounts be paid to a trust, Executive shall notify the Company of such intention in writing and comply with any requirements of applicable law.

*[Remainder of page intentionally left blank]*

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**IN WITNESS WHEREOF**, BankFinancial Corporation has caused this Agreement to be executed by its duly authorized officers and directors, and Executive has signed this Agreement as of this 20th day of October, 2008.

**EXECUTIVE**

**BANKFINANCIAL CORPORATION**

By: /s/ F. Morgan Gasior  
Its: Chief Executive Officer

/s/ Elizabeth Doolan  
**Elizabeth Doolan**

**BANKFINANCIAL, F.S.B.**  
**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

**THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this “ **Agreement** ”) is made effective as of May 6, 2008 (the “ **Effective Date** ”), by and between **BankFinancial, F.S.B.** (the “ **Bank** ”), a federally chartered stock savings bank having its principal office at 21110 South Western Avenue, Olympia Fields, Illinois, and **Elizabeth Doolan** (“ **Executive** ”).

**WHEREAS** , the Bank and the Executive have previously entered into an Employment Agreement dated March 31, 2005 (the “ **Initial Agreement** ”);

**WHEREAS** , the Board of Directors of the Bank (the “ **Board** ”) considers the continued availability of Executive’s services to be important to the successful management and conduct of the Bank’s business, and wishes to assure the continued availability of Executive’s full-time services to the Bank as provided in this Agreement; and

**WHEREAS** , Executive is willing to continue to serve in the employ of the Bank on a full-time basis on the terms and conditions set forth herein.

**NOW , THEREFORE** , in consideration of the mutual covenants herein contained, and upon the other terms and conditions hereinafter provided, the parties hereby agree as follows:

**1. POSITION AND RESPONSIBILITIES .**

(a) **Position** . During the period of employment established by Section 2(a) of this Agreement (the “ **Employment Period** ”), Executive agrees to serve, if appointed to serve, as the Senior Vice President and Controller, Accounting Department, Finance Division of the Bank and its parent company, BankFinancial Corporation (“ **BFC** ” or the “ **Company** ”).

(b) **Duties and Responsibilities** . Executive shall have and exercise the duties, responsibilities, privileges, powers and authority commensurate with such position as the Board or the Chief Executive Officer, or any person designated by her, has assigned and may hereafter assign to Executive.

(c) **Faithful Performance** . Except for periods of paid time off taken in accordance with Section 3(f) hereof or following a Disability Determination made in accordance with Section 4(b) hereof, or for services performed for the Bank’s Affiliates (as defined below) Executive shall devote substantially all of her business time, attention, skill and efforts during the Employment Period to the faithful performance of her duties hereunder, and shall not engage in any business or activity that interferes with the performance of such duties or conflicts with the business, affairs or interests of the Bank or BFC; provided that, notwithstanding the foregoing, Executive may: (i) perform her obligations under any employment agreement hereafter entered into between BFC and Executive (the “ **BFC Agreement** ”); and (ii) hold directorships, offices or other positions in one or more other organizations to the extent permitted by the Bank’s Professional Responsibility Policy, as amended from time to time, or as otherwise approved by the Board or the Chairman and Chief Executive Officer; and (iii) engage in the occasional practice of public accounting provided that the same does not interfere with Executive’s obligation to devote substantially all of her business time, attention, skill and efforts to the faithful performance of her duties under this Agreement.

**(d) Performance Standards.** During the Employment Period, Executive shall perform her duties in accordance with the policies and procedures of the Bank, as amended from time to time, such reasonable performance standards as the Board or the Chief Executive Officer of the Bank has established or may hereafter establish in the exercise of good faith business judgment, including those set forth in the Bank's Personnel Manual, as amended from time to time, and such Business Plans as the Board or the Chief Executive Officer of the Bank has established or may hereafter establish in the exercise of good faith business judgment.

## **2. TERM OF EMPLOYMENT.**

**(a) Term.** The Employment Period shall commence on the Effective Date and shall thereafter continue for a period of twenty-four (24) months unless extended as provided herein. On or before each anniversary of the Effective Date during the Employment Period (each an "**Anniversary Date**"), the Board, subject to the review process set forth in Section 2(b) hereof, may extend the Employment Period for an additional one (1) year so that the remaining term of the Employment Period shall be twenty-four (24) months. All references herein to the Employment Period shall mean, for all purposes of this Agreement, Executive's Employment Period as initially established by, and as may subsequently be extended pursuant to, this Section 2(a).

**(b) Annual Review.** The Board or the Board's Human Resources Committee (the "**Human Resources Committee**") shall review this Agreement and the compensation arrangements provided for herein at least annually on, before or within a reasonable time (not to exceed forty-five (45) days) after each Anniversary Date. As part of each annual review, the Board or the Human Resources Committee shall determine whether or not to increase Executive's Base Salary as provided in Section 3(a) hereof and to extend the Employment Period for an additional one (1) year as provided in Section 2(a) hereof. The rationale and results of such review, and the justification for any such increase or extension, shall be documented in the minutes of the meeting at which the Board or the Human Resources Committee conducted such review, or in any written performance reviews referenced in such minutes. The Board, the Human Resources Committee or a person designated by either of them shall notify Executive in writing as soon as practicable, and not later than forty-five (45) days, after each applicable Anniversary Date, of the results of such review, including its decision whether or not to increase Executive's Base Salary and to extend the Employment Period. A decision by or the failure of the Board or the Human Resources Committee to increase Executive's Base Salary and/or to extend the Employment Period shall not constitute a breach of this Agreement or a "Good Reason" under Section 5(b) hereof. All decisions and actions of the Human Resources Committee pursuant to this Section 2(b) shall be subject to ratification by the Board only to the extent, if any, that ratification may be required by applicable laws and regulations.

## **3. COMPENSATION AND OTHER BENEFITS.**

**(a) Base Salary.** During the Employment Period, the Bank shall pay Executive the annual base salary that is reflected in the payroll records of the Bank on the Effective Date ("**Base Salary**"), subject to any discretionary increases that the Board may hereafter elect to make pursuant to this Section 3(a). Executive's Base Salary shall be payable in accordance with the regular payroll practices of the Bank. The Board or the Human Resources Committee may increase Executive's Base Salary at any time, but shall not reduce Executive's Base Salary during the Employment Period without the Executive's express prior written consent. All references herein to Base Salary shall mean, for all purposes of this Agreement, Executive's Base Salary as initially established in, and as may subsequently be increased pursuant to, this Section 3(a).



**(b) Bonuses; Incentive Compensation.** In addition to Executive's Base Salary, Executive shall be entitled to any cash or equity-based incentive compensation and bonuses to the extent earned pursuant to any plan or arrangement of the Bank or BFC in which Executive is eligible to participate during the Employment Period, or to such other extent as the Board or its Human Resources Committee may determine in its discretion to award to Executive.

**(c) Other Compensation.** The Bank may provide such additional compensation to Executive in such form and in such amounts as may be approved by the Board or the Human Resources Committee in its sole discretion.

**(d) Special Allowances.** The Bank shall provide Executive with either the use of an automobile or an automobile allowance and either the use of a cellular telephone or a cellular telephone allowance during the Employment Period in accordance with the standard policies and practices of the Bank and consistent with that provided to Executive as of the Effective Date; provided that the allowance for a given year must be paid to the Executive not later than 2.5 months after the end of such year.

**(e) Reimbursement of Expenses.** The Bank shall pay or reimburse Executive in accordance with the standard policies and practices of the Bank for all reasonable expenses incurred by Executive during the Employment Period in connection with her employment hereunder or the business of the Bank; provided that such payment or reimbursement must occur not later than 2.5 months after the end of the year in which such expense was incurred.

**(f) Paid Time Off.** Executive shall be entitled to receive not less than 176 hours of paid time off ("PTO") per calendar year during the Employment Period in accordance with the PTO policies of the Bank as then applicable to senior executive officers of the Bank. Executive shall also be entitled to take time off during all legal holidays approved by the Board for Bank employees generally. Executive shall receive her Base Salary and the other amounts and benefits provided for in Section 3 hereof during all PTO periods and legal holidays. Except as permitted by the PTO policies of the Bank, Executive shall not be entitled to receive any additional compensation for her failure to take PTO or accumulate unused PTO from one year to the next.

**(g) Other Benefits.** The Bank shall provide Executive with all other benefits that are now or hereafter provided uniformly to non-probationary full-time employees of the Bank during the Employment Period, including, without limitation, benefits under any Section 125 Cafeteria Plan, any group medical, dental, vision, disability and life insurance plans that are now or hereafter maintained by the Bank (collectively, the "Core Plans"), and under any 401(k) plan ("401(k) Plan") and Employee Stock Ownership Plan ("ESOP") that is now or hereafter sponsored by the Bank, in each case subject to the Bank's policies concerning employee payments and contributions under such plans. The Bank shall not make any changes to any Core Plan that would materially and adversely affect Executive's rights or benefits under such plan unless such changes are made applicable to all non-probationary full-time employees of the Bank on a non-discriminatory basis. Nothing paid to Executive under any Core Plan or any 401(k) Plan or ESOP shall be deemed to be in lieu of any other compensation that Executive is entitled to receive under this Agreement.

**(h) Disability Insurance.** During the Employment Period, the Bank may provide Executive with a disability insurance policy with coverage sufficient to provide Executive with annual disability insurance payments in an amount up to sixty percent (60%) of Executive's Base Salary for a period at least equal to the then remaining term of the Employment Period (the "Disability Policy") in the event that Executive's employment is terminated by reason of a Disability Determination (as defined below). If a Disability Policy is so provided, Executive

shall be responsible for the payment of all premiums on the Disability Policy and shall cooperate with the Bank in all respects as necessary or appropriate to enable the Bank to procure the Disability Policy, and the Bank shall provide Executive with an annual allowance in an amount sufficient, on an after-tax basis, to equal the annual premiums for the Disability Policy; provided that the allowance for a given year must be paid to the Executive not later than 2.5 months after the end of the year in which such premiums are paid.

(i) **Disability Insurance Adjustment**. If Executive receives disability benefits under the Disability Policy or any Core Plan or receives federal Social Security disability benefits (collectively, “**Disability Payments**”), the Bank’s obligation under Section 3(a) and 6(b) hereof to pay Executive her Base Salary shall be reduced, as of the date the Disability Payments are first received by Executive, to an amount equal to the difference between Executive’s Base Salary and the Disability Payments that Executive received during each applicable payroll period. The Executive shall make reasonable good faith efforts to notify the Bank of the receipt of Disability Payments.

#### **4. TERMINATION BY THE BANK.**

(a) **Termination For Cause**. The Board may terminate Executive’s employment with the Bank “For Cause” at any time during the Employment Period, subject to the requirements set forth in this Section 4(a) and in Section 7 of this Agreement. A termination “**For Cause**” shall mean the Bank’s termination of Executive’s full-time employment hereunder because of Executive’s personal dishonesty, incompetence, willful misconduct, breach of fiduciary duty involving personal profit, intentional failure to perform stated duties, willful violation of any law, rule or regulation (other than traffic violations or similar offenses), or final cease-and-desist order, a repeated and material failure to achieve minimum objectives under a Business Plan established in accordance with Section 1(d) of this Agreement, a repeated and material failure of Executive to meet reasonable performance standards established in accordance with Section 1(d) of this Agreement, or a material breach of any provision of this Agreement. Notwithstanding the foregoing, Executive shall not be deemed to have been terminated For Cause unless and until (i) there shall have been delivered to Executive a written notice of the Board’s intention to terminate Executive’s employment For Cause, specifying the alleged grounds for such termination; (ii) if the alleged grounds for such termination are a material breach of this Agreement, a repeated and material failure to achieve minimum objectives under a Business Plan established in accordance with Section 1(d) of this Agreement, or a repeated and material failure of Executive to meet reasonable performance standards established in accordance with Section 1(d) of this Agreement, providing Executive with a reasonable opportunity to cure, if curable, any conduct or acts alleged to be such; (iii) following delivery of such written notice, Executive (together with any counsel selected by her) shall have been given a reasonable opportunity to present to the Board, at a meeting called and held for or including that purpose, Executive’s position regarding any dispute that exists regarding the alleged grounds for termination For Cause; and (iv) the Board shall adopt a resolution by the affirmative vote of not less than a majority of its members, finding in good faith and on the basis of reasonable evidence that Executive was guilty of conduct justifying a termination For Cause. The Notice of Termination (as defined in Section 7 below) issued in connection with the termination of Executive’s employment For Cause shall be accompanied by a copy of such resolution. Should a dispute arise concerning the Executive’s termination For Cause, any review of the For Cause termination in any judicial or arbitration proceeding will be limited to a determination of whether the Board acted in good faith and on the basis of reasonable evidence. The Board shall also be deemed to have terminated Executive’s employment with the Ban for Cause if Executive’s employment with BFC is terminated For Cause during the Employment Period in accordance with the requirements set forth in the BFC Agreement.

(b) **Termination for Disability**. Upon a determination (a “**Disability Determination**”) of Disability (as defined below), the Board, in its discretion, may terminate Executive’s employment with the Bank at any time from and after the date of such Disability Determination. Following a Disability Determination, the Board may, in lieu of terminating Executive’s employment by reason of the Disability Determination, appoint one or more other persons to serve as Acting Senior Vice President and Controller, Accounting Department, Finance Division of the Bank to fulfill, on a temporary basis, the duties and responsibilities of Executive. Any such temporary appointment shall be without prejudice to the Board’s right to thereafter terminate Executive’s employment based on a Disability Determination made pursuant to this Section 4(b) or as otherwise provided herein. The Board shall also be deemed to have terminated Executive’s employment with the Bank based on a “Disability Determination” if Executive’s employment with BFC is terminated during the Employment Period based on a “Disability Determination” in accordance with the requirements set forth in Section 4(b) of the BFC Agreement. The term “**Disability**” shall mean that (i) the Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) the Executive is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Bank.

(c) **Termination Without Cause**. The Board, in its discretion, may terminate Executive’s employment with the Bank “Without Cause” at any time, subject to the notification requirements set forth in Section 7 hereof. A termination “**Without Cause**” shall mean the Board’s termination of Executive’s employment for any reason other than a termination For Cause or a termination based on a Disability Determination or death. The Board shall also be deemed to have terminated Executive’s employment with the Bank Without Cause if Executive’s employment with BFC is terminated during the Employment Period “Without Cause” in accordance with the requirements set forth in the BFC Agreement.

(d) **Termination under Code Section 409A**. Any termination described in this Section 4 will only be deemed to have occurred if such termination constitutes a “separation from service” as defined under Section 409A of the Internal Revenue Code of 1986, as amended, or any successor thereto (the “**Code**”).

## **5. TERMINATION BY EXECUTIVE OR BY REASON OF DEATH.**

(a) **Termination By Resignation**. Executive may, in her discretion, terminate her employment with the Bank “By Resignation” at any time during the Employment Period, subject to the notification requirements set forth in Section 7 hereof. A termination “**By Resignation**” shall mean Executive’s termination of her employment for any reason other than a “Good Reason” as such term is defined in Section 5(b) hereof. Executive shall also be deemed to have resigned her employment with the Bank, and to have terminated her employment with the Bank By Resignation, if Executive’s employment with BFC is terminated during the Employment Period By Resignation in accordance with the requirements set forth in the BFC Agreement.

(b) **Termination For Good Reason**. Executive may terminate Executive’s employment with the Bank for “Good Reason,” subject to the requirements set forth in this Section 5(b) and the notification requirements set forth in Section 7 hereof. A termination for “**Good Reason**” shall mean Executive’s resignation from the Bank’s employ during the Employment Period based upon any of the following reasons, but only if taken or occurring

during the Employment Period without Executive's consent: (i) a decision by the Board not to elect or re-elect or to appoint or re-appoint Executive to the office of Senior Vice President and Controller, Accounting Department, Finance Division of the Bank; (ii) the Board's relocation of Executive's principal place of employment to a place that is located more than twenty-five (25) miles from Burr Ridge, Illinois;; (iii) a reduction in Executive's Base Salary; (iv) a liquidation or dissolution of the Bank; (v) a material uncured breach of this Agreement by the Bank; (vi) Executive's termination of her employment with BFC for "**Good Reason**" as defined in the BFC Agreement; and (vii) BFC's termination of Executive's employment with BFC "Without Cause" as defined in the BFC Agreement. Executive shall have the right to elect to terminate her employment for Good Reason only by giving the Chairman and Chief Executive Officer of the Bank a Notice of Termination (as defined below) within sixty (60) days after the act, omission or event giving rise to said right to elect. Notwithstanding the foregoing, Executive shall not have a right to elect to terminate her employment (i) based on the events set forth in this Section 5(b) solely on the basis of the Board's appointment of an Acting Senior Vice President and Controller, Accounting Department, Finance Division of the Bank following a Disability Determination made in accordance with Section 4(b) of this Agreement, or (ii) if the Bank fully rescinds or cures, within ten (10) days after its receipt of Executive's Notice of Termination, the act, omission or event giving rise to Executive's right to elect to terminate her employment for Good Reason. Executive shall also be deemed to have terminated her employment with the Bank for Good Reason if Executive's employment with BFC is terminated during the Employment Period for Good Reason in accordance with the requirements set forth in the BFC Agreement.

(c) **Termination Upon Death**. Executive's employment with the Bank shall terminate immediately upon Executive's death, without regard to the notification requirements set forth in Section 7 hereof.

(d) **Termination under Code Section 409A**. Any termination described in this Section 5 will only be deemed to have occurred if such termination constitutes a "separation from service" as defined under Code Section 409A.

## **6. FINANCIAL CONSEQUENCES OF TERMINATION.**

(a) **Termination For Cause**. In the event that Executive's employment is terminated For Cause during the Employment Period, the Bank shall pay Executive the unpaid balance of Executive's Base Salary through the effective date of the termination of Executive's employment ("**Earned Salary**"), but Executive shall receive no bonus or incentive compensation for the current year (all such amounts shall remain unearned and unvested), and shall receive no compensation or other benefits (including the compensation and benefits set forth in Section 3(a) through Section 3(i) and Section 6 hereof) for any period after the effective date of the termination of Executive's employment; *provided, however*, that any rights of Executive under any applicable state and federal laws, including ERISA and COBRA, and any rights of Executive that have vested, whether by application of any state or federal law, the provisions of any contract, employee benefits plan or otherwise, shall not be terminated or prejudiced by a termination For Cause. Upon Executive's death, any payments due under this Section 6(a) shall be paid, as applicable, to Executive's estate, trust or as otherwise required by law.

(b) **Termination for Disability**. In the event that Executive's employment is terminated during the Employment Period based on a Disability Determination, the Bank shall: (i) pay Executive her Earned Salary (as defined above); (ii) pay Executive an amount equal to the cash incentive compensation, if any, that the Board determines in its sole and absolute discretion that Executive is to receive during the current year based on Executive's demonstrable achievement of the objectives set forth in Executive's incentive

compensation program for the current year, prorated based on the number of days during such year that elapsed prior to the effective date of the termination of Executive's employment (" **Prorated Incentive Compensation** "); (iii) make, for the benefit of Executive, the matching 401(k) plan contribution that Executive is entitled to receive for the current year, prorated based on the number of days during such year that elapsed prior to the effective date of the termination of Executive's employment (" **Accrued Plan Contribution** "); (iv) subject to the disability insurance adjustment set forth in Section 3(i) hereof, pay Executive the Base Salary that Executive would have been paid pursuant to Section 3 (a) hereof from the effective date of termination through the date the Employment Period would have expired if Executive's employment had not been sooner terminated based on a Disability Determination; and (v) provide Executive (and upon her death her surviving spouse and minor children, if any) with the same coverage under the Core Plans that Executive (and her surviving spouse and minor children, if any) would have been provided pursuant to Section 3(g) hereof from the effective date of termination through the date the Employment Period would have expired if Executive's employment had not been sooner terminated based on a Disability Determination (subject to payment of the costs and contributions that such plans provide are the responsibility of the insured employee). Amounts payable under Subsections (ii) and (iv) of this Section 6(b) shall be paid in equal installments over the period beginning on the Bank's first regular payroll date after the effective date of termination and continuing through the Bank's first regular payroll date after the date the Employment Period would have expired if Executive's employment had not been sooner terminated based on a Disability Determination.

(c) **Termination Without Cause** . In the event that Executive's employment is terminated Without Cause during the Employment Period, the Bank shall: (i) pay Executive her Earned Salary (as defined above); (ii) pay Executive her Prorated Incentive Compensation (as defined above); (iii) make, for the benefit of Executive, the Accrued Plan Contribution (as defined above); (iv) pay Executive the Base Salary that Executive would have been paid pursuant to Section 3(a) hereof from the effective date of termination through the date the Employment Period would have expired if Executive's employment had not been sooner terminated Without Cause; and (v) provide Executive (and upon her death her surviving spouse and minor children, if any) with coverage under the Core Plans that Executive would have been provided pursuant to Section 3(g) from the effective date of the termination of Executive's employment through the date the Employment Period would have expired if Executive's employment had not been sooner terminated Without Cause (subject to payment of the costs and contributions that such plans provide are the responsibility of the insured employee). Amounts payable under Subsections (ii) and (iv) of this Section 6(c) shall be paid in equal installments over the period beginning on the Bank's first regular payroll date after the effective date of termination and continuing through the Bank's first regular payroll date after the date the Employment Period would have expired if Executive's employment had not been sooner terminated Without Cause; *provided, however* , to the extent any portion of the applicable payment amount under this subsection 6(c) exceeds the "safe harbor" amount described in Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), the Executive shall receive such portion of the applicable payment that exceeds the "safe harbor" amount in a single lump sum payment payable within five (5) days after the Executive's termination.

(d) **Termination By Resignation** . In the event that Executive's full-time employment is terminated By Resignation during the Employment Period, the Bank shall pay Executive her Earned Salary (as defined above), but Executive shall receive no compensation or other benefits (including the compensation and benefits set forth in Section 3(a) through Section 3(j) hereof) for any period after the effective date of the termination of Executive's employment; *provided, however* , that any rights of Executive under any applicable state and federal laws, including ERISA and COBRA, and any rights of Executive that have vested, whether by application of any

applicable state or federal law, the provisions of any contract, employee benefits plan or otherwise, shall not be terminated or prejudiced by a termination By Resignation.

(e) **Termination for Good Reason**. In the event that Executive's employment is terminated by Executive for Good Reason during the Employment Period, the Bank shall pay Executive the same amounts that Executive would have been paid pursuant to Sections 6(c)(i), (ii), (iii) and (iv), and shall provide Executive (and upon her death her surviving spouse and minor children, if any) with the same coverages under the Core Plans coverage that Executive (and her spouse and minor children, if any) would have been provided pursuant to 6(c)(v) (subject to the payment of the costs and contributions that such plans provide are the responsibility of the insured employee) if Executive's employment had been terminated by the Bank Without Cause on the effective date of the termination of Executive's employment. Amounts payable under this Section 6(e) shall be paid in equal installments over the period beginning on the Bank's first regular payroll date after the effective date of termination and continuing through the Bank's first regular payroll date after the date the Employment Period would have expired if Executive's employment had not been sooner terminated for Good Reason; *provided, however*, to the extent any portion of the applicable payment amount under this subsection 6(e) exceeds the "safe harbor" amount described in Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), the Executive shall receive such portion of the applicable payment that exceeds the "safe harbor" amount in a single lump sum payment payable within five (5) days after the Executive's termination.

(f) **Termination Upon Death**. In the event Executive's employment with the Bank is terminated during the Employment Period by reason of Executive's death, the Bank shall pay Executive's estate or trust, as applicable, the same amounts Executive would have been paid pursuant to Sections 6(b)(i), (ii), (iii) and (iv), and shall provide her surviving spouse and minor children, if any, with the same coverages under the Core Plans that they would have been provided pursuant to Section 6(b)(v) (subject to the payment of the costs and contributions that such plans provide are the responsibility of the insured employee) if Executive's employment had been terminated by the Bank based on a Disability Determination on the date of Executive's death. Amounts payable under this Section 6(f) shall be paid in a single lump sum on the Bank's second regular payroll date after the date of Executive's death.

(g) **Capital Limitations**. Notwithstanding any other provisions of this Agreement and to the extent permitted under Code Section 409A: (i) in the event the Bank is not in compliance with its minimum capital requirements as established by applicable federal laws and regulations at the time any payment becomes due to Executive pursuant to Section 6 hereof, the Bank shall be entitled to defer such payment until such time as the Bank is in compliance with such minimum capital requirements; and (ii) if the Bank is in compliance with such minimum capital requirements at the time any such payment becomes due, but the making of any such payment would cause the Bank's capital to fall below such minimum capital requirements, the Bank shall be entitled to reduce the amount of such payment as necessary to enable the Bank to remain in compliance with such minimum capital requirements, subject to the Bank's obligation to pay the amount of any such reductions (or any portion thereof) as soon as such amount can be paid without causing the Bank's capital to fall below such minimum capital requirements.

(h) **Section 280G Limitation**. Notwithstanding any other provisions of this Agreement, in no event shall the aggregate payments or benefits to be made or afforded to Executive pursuant to Section 6 of this Agreement constitute an "excess parachute payment" under Section 280G of the Code. In order to avoid such a result, such aggregate payments or benefits will be reduced, if necessary, to a lesser amount, the value of which is one dollar (\$1.00) less than an amount equal to three (3) times Executive's "base amount" as

determined in accordance with said Section 280G. The reduction shall be allocated among the components of such payments and benefits in the manner designated by Executive. The foregoing limitations are not intended in any way to limit the payments or benefits that Executive may be or become entitled to under the terms of the BFC Agreement.

(i) **General Release.** In consideration of the Bank's agreements with respect to the monetary payments and other benefits provided for in Section 6 of this Agreement (which payments and benefits exceed the nature and scope of that to which Executive would have been legally entitled to receive absent this Agreement), and as a condition precedent to Executive's receipt of such payments and other benefits, Executive (or in the event of Executive's death, Executive's executor, trustee, administrator or personal representative, as applicable), shall, at the time the first of any such payments and other benefits is tendered, execute and deliver to the Bank a general release in favor of the Bank and its Affiliates (as defined below), releasing all claims, demands, causes of actions and liabilities arising out of this Agreement, Executive's employment or the termination thereof, including, but not limited to, claims, demands, causes of action and liabilities for wages, back pay, front pay, attorney's fees, other sums of money, insurance, benefits, or contracts; and all claims, demands, causes of actions and liabilities arising out of or under the statutory, common law or other rules, orders or regulations of the United States or any State or political subdivision thereof, whether now existed or hereinafter enacted or adopted, including the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, and no further payments shall be due Executive until such time as all applicable waiting or rescission periods thereunder shall have expired or shall have been waived. Notwithstanding the foregoing or anything to the contrary herein, the general release shall not release, and shall expressly reserve, any unperformed obligations of the Bank under this Agreement. Notwithstanding the foregoing or anything to the contrary herein, the general release shall not release, and shall expressly reserve, any unperformed obligations of the Bank under this Agreement, or of BFC under the 2006 EIP or the BFC Agreement, to Executive.

## **7. NOTICE OF TERMINATION.**

Any termination or purported termination by the Bank or Executive of Executive's employment with the Bank shall be communicated by a Notice of Termination to the other party. A "**Notice of Termination**" shall mean a written notice that shall set forth the effective date of the termination of Executive's employment, identify the specific termination provision(s) in this Agreement relied upon, and set forth in reasonable detail the facts and circumstances claimed to provide a basis for the termination of Executive's employment under the provision so identified. The party issuing the Notice of Termination shall cause it to be delivered to the other party either in person, by United States mail or via a reputable commercial delivery service (i) not less than thirty (30) days prior to the effective date of termination in the case of a termination Without Cause or By Resignation or based on a Disability Determination; (ii) not less than thirty (30) days prior to the effective date of termination and as otherwise provided in Section 4(a) hereof in the case of a termination For Cause; and (iii) as provided in Section 5(b) hereof in the case of a termination for Good Reason. Notices to the Bank shall be addressed and delivered to the principal headquarters office of the Bank, Attention: Chief Executive Officer and General Counsel, with a copy concurrently so delivered to General Corporate Counsel to the Bank, Barack Ferrazzano Kirschbaum & Nagelberg LLP, 200 West Madison Street, Suite 3900, Chicago, Illinois 60606, to the joint attention of Edwin S. del Hierro and Donald L. Norman, Jr. Notices to the Executive shall be sent to the address set forth below the Executive's signature on this Agreement, or to such other address as Executive may hereafter designate in a written notice given to the Bank and its counsel.

## 8. NON-COMPETITION AND OTHER AGREEMENTS.

(a) **Non-Competition**. Executive shall not, during the Non-Competition Period (as hereinafter defined), directly or indirectly, and in any capacity, including as an individual for Executive's own account, or as an employee, agent, independent contractor, consultant, officer, director, stockholder, owner or member of any association, corporation (whether for profit or not for profit), partnership (whether general or limited), limited liability company, trust, firm, any federal, state or local government, agency, commission, board, district or body politic, any other registered or legal entity of any type (each a "**Legal Entity**"), or as an employee, agent, independent contractor or consultant of or for any person, compete with the Bank in any of the following lines of business: the business of originating or purchasing loans, leases and payment streams thereunder, accepting deposits, selling or providing insurance, securities, financial planning, and asset management products and services, accepting referrals of any of the foregoing, and other business contracts, relationships or activities of the Bank and any Affiliate (as defined below) of the Bank (collectively, "**Banking Business**") from a place that is located within five (5) miles of a place where the Bank or any Affiliate maintains a branch, office or other place of business, or has filed a regulatory notice or application to establish a branch, office or other place of business (collectively, the "**Restricted Area**"). The term "**Non-Competition Period**" shall mean: (i) the greater of (A) six (6) months after the effective date of the termination of Executive's employment, and (B) any period of time during which Executive is entitled to receive payments or benefits pursuant to Section 6(b), 6(c) or 6(e) of this Agreement on account of a termination based on a Disability Determination, Without Cause or for Good Reason, respectively; and (ii) six (6) months from the effective date of the termination of Executive's employment if such employment is terminated By Resignation or With Cause. Notwithstanding the foregoing or anything to the contrary herein, Executive shall be entitled to engage in the practice of public accounting during the Non-Competition Period and the foregoing restrictions shall not apply to any activities in which Executive engages that are within the scope of Executive's practice of public accounting. The term "**Affiliate**" means, for all purposes of this Agreement, any Legal Entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the Bank. The following Legal Entities are Affiliates of the Bank as of the date of this Agreement: BFC; Financial Assurance Services, Inc.; SXNB Corporation (an Illinois corporation in dissolution); Success Bancshares, Inc. (a Delaware corporation in dissolution); and BF Asset Recovery Corporation.

(b) **Non-Solicitation**. Executive shall not, during the Non-Solicitation Period (as hereinafter defined), directly or indirectly, either as an individual for Executive's own account, or as an employee, agent, independent contractor or consultant of or for any person or Legal Entity, or as an officer, director, stockholder, owner or member of any Legal Entity: (i) call upon or solicit for the purpose of obtaining Banking Business from, or do any Banking Business with, any person or Legal Entity that was or is a customer of the Bank or any Affiliate at any time between the Effective Date of this Agreement and the last day of the Non-Solicitation Period, and with which Executive had dealings on behalf of Employer, and with which Executive had dealings on behalf of the Bank (a "**Protected Customer**"); (ii) divert or take away from the Bank or an Affiliate any existing Banking Business between the Bank or an Affiliate and a Protected Customer; (iii) call upon or solicit for the purpose of obtaining Banking Business from, or do any Banking Business with, any person or Legal Entity from which the Bank or an Affiliate purchased loans or personal property leases (or any payment streams thereunder), or that referred or originated loans or personal property leases (or any payment streams thereunder) to, for or on behalf of the Bank or an Affiliate at any time between the Effective Date of this Agreement and the last day of the Non-Solicitation Period (a "**Protected Referral Source**"); (iv) divert or take away from the Bank or an Affiliate any existing Banking Business between the Bank or an Affiliate and a Protected Referral Source;



(v) solicit or induce any Protected Customer or Protected Referral Source to terminate or not renew or continue any Banking Business with the Bank or any Affiliate, or to terminate or not renew or continue any contractual relationship with the Bank or any Affiliate; (vi) hire, or assist or cause any person or Legal Entity with which Executive is affiliated or associated in hiring, any person who was or is an employee of the Bank or any Affiliate between the Effective Date of this Agreement and the last day of the Non-Solicitation Period (a “**Protected Employee**”); (vii) solicit or induce any Protected Employee to terminate her employment with the Bank or any Affiliate; or (viii) attempt to do, or conspire with or aid and abet others in doing or attempting to do, any of the foregoing. The term “**Non-Solicitation Period**” shall mean, except as provided in Section 8(f) below, a period of eighteen (18) months commencing on the effective date of the termination of Executive’s employment.

**(c) Confidentiality.** Executive recognizes and acknowledges that personal information and knowledge thereof regarding the customers of the Bank and its Affiliates are protected by state and federal law and the Privacy Principles of the Bank and its Affiliates, as amended from time to time (collectively, “**Protected Customer Information**”), and that customer lists, trade secrets, nonpublic financial information, and nonpublic past, present, planned or considered business activities of the Bank and its Affiliates and any plans for such business activities (collectively, “**Proprietary Information**”) are valuable, special and unique assets of the Bank. Executive will not, during or after the Employment Period, disclose any Protected Customer Information or Proprietary Information or her knowledge thereof to any person or Legal Entity other than the Bank or any Affiliate, or use any Protected Customer Information or Proprietary Information to the detriment of the Bank, any Affiliate or any of their respective customers or employees, or for the benefit of herself, any person or any Legal Entity, for any reason or purpose whatsoever. Notwithstanding the foregoing, Executive may (i) disclose and use information that becomes publicly known through no wrongful act or omission of Executive, but only if the disclosure of such information is not restricted by any applicable state or federal laws or regulations and the information is not received from a person who was or is bound by an obligation not to disclose such information; (ii) disclose and use any financial, banking, business or economic principles, concepts or ideas that do not constitute Protected Customer Information or Proprietary Information; (iii) disclose any information regarding the business activities of the Bank or its Affiliates to a governmental authority pursuant to a formal written request made by such governmental authority; and (iv) disclose any information required to be disclosed by Executive pursuant to an order or judicial process issued by a court of competent jurisdiction; *provided, however*, that to the extent not prohibited by applicable state or federal law, Executive shall provide the Bank or the applicable Affiliate with at least ten (10) days’ prior written notice of her intention to disclose information pursuant to subparagraph (iii) or (iv) of this Section 8(c).

**(d) Cooperation in Legal Proceedings.** During the Employment Period and for a period equal to three (3) years from the effective date of the termination of Executive’s employment, Executive shall, upon reasonable notice, furnish such cooperation, information and assistance to the Bank as may reasonably be required by the Bank or any Affiliate of the Bank in connection with any pending or threatened judicial, administrative or arbitration proceeding or any investigation that is based on events or circumstances in which Executive had personal knowledge or involvement and in which the Bank or any of its Affiliates is or may become a party or target, except for proceedings instituted against Executive by the Bank or any governmental or regulatory authority, or proceedings instituted by Executive against the Bank to enforce the terms of this Agreement or any other duties or obligations of the Bank to Executive. The Bank, or if applicable, its Affiliate, shall reimburse Executive for all reasonable costs and expenses incurred by Executive in providing such cooperation, information and assistance. Unless Executive’s appearance is compelled by a court order or other legal process, Executive shall not be obligated to devote more than two (2) days per

calendar month in fulfilling her obligations under this Section 8(d), and the Bank or its Affiliate shall make reasonable accommodations to avoid interfering with any duties that Executive may then have to any client or other employer. Notwithstanding anything to the contrary in this Section 8(d) or this Agreement, while Executive will be encouraged to voluntarily provide sworn testimony where appropriate, Executive shall have no duty to provide sworn testimony in any judicial, arbitration or discovery proceeding except as may be required by any rule of procedure, subpoena or judicial process applicable to or enforceable against Executive, and in no case shall Executive be required to provide any testimony that, in the judgment of Executive, might or could expose her to civil liability or compromise her privilege against self incrimination. Any testimony given by Executive in such a proceeding shall be truthful, but in no event shall the content of any testimony given by Executive in such a proceeding constitute a breach of this Section 8(d) or any other provision of this Agreement. Executive may condition her providing of assistance and testimony hereunder on her receipt of an undertaking from the Bank that it will indemnify her for such actions to the fullest extent permitted by applicable law.

**(e) Remedies.** Executive and the Bank stipulate that irreparable injury will result to the Bank and its Affiliates and their business and property in the event of Executive's violation of any provision of this Section 8, and agree that, in the event of any such violation by Executive, the Bank, and if applicable, its Affiliates, will be entitled, in addition to any other rights, remedies and money damages that may then be available, to injunctive relief to restrain the violation hereof by Executive, Executive's partners, agents, servants, employees and all persons acting for, under the direction or control of or in concert with Executive, and to such other equitable remedies as may then be available. Nothing herein will be construed as prohibiting the Bank or any Affiliate from pursuing any other remedies available to the Bank or such Affiliate for such breach or threatened breach, including the recovery of money damages from Executive.

**(f) Adjustment of Non-Solicitation Period.** The Non-Solicitation Period shall be reduced from eighteen (18) months to ninety (90) days, but only with respect to the restrictions set forth in Subsection (b)(i) and Subsection (b)(iii) of Section 8 of this Agreement (and the prohibitions in Subsection (b)(viii) of Section 8 against, aiding, abetting, inducing or conspiring with others to violate those restrictions), in the event that Executive resigns her employment within twelve (12) months after the Board fails to extend the Employment Period within ninety (90) days (before or after) an applicable Anniversary Date pursuant to Section 2(a) for an additional one (1) year and Executive provides the Board with notice of such failure at least thirty (30) days prior to the expiration of such ninety (90) day period, or in the event that the Bank terminates Executive's employment For Cause based on a repeated and material failure to achieve minimum objectives under a Business Plan established in accordance with Section 1(d) of this Agreement, or a repeated and material failure of Executive to meet reasonable performance standards established in accordance with Section 1(d) of this Agreement. The Non-Solicitation Period shall be reduced from eighteen (18) months to six (6) months, but only with respect to the restrictions set forth in Subsection (b)(i) and Subsection (b)(iii) of Section 8 of this Agreement (and the prohibitions in Subsection (b)(viii) of Section 8 against, aiding, abetting, inducing or conspiring with others to violate those restrictions), in the event that the Bank terminates this Agreement Without Cause or Executive terminates this Agreement for Good Reason, provided that, in either case, Executive executes and delivers to the Bank a writing, acceptable in form and substance to the Bank, that releases and waives any and all obligations that the Bank may have under Section 6(c) or 6(e) of this Agreement to pay Executive any Base Salary after the expiration of such six-month period, or to provide Executive (or upon her death, her surviving spouse and minor children, if any) with coverage under the Core Plans after the expiration of such six-month Non-Solicitation Period.

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## **9. SOURCE OF FUNDS.**

All payments provided in this Agreement shall be timely paid in cash or check from the general funds of the Bank; *provided, however*, that to the extent that any cash compensation payments and benefits (other than benefits provided by BFC under the 2006 EIP) provided for in this Agreement are paid to or received by Executive from BFC, whether pursuant to the BFC Agreement or otherwise, such cash compensation payments and benefits (other than benefits provided by BFC under the 2006 EIP) paid by BFC shall be subtracted from any amounts due simultaneously to Executive under this Agreement. Payments due Executive pursuant to this Agreement and the BFC Agreement shall be allocated in proportion to the services rendered and time expended on such activities by Executive as determined by BFC and the Bank on a quarterly basis or as required by law.

## **10. EFFECT ON PRIOR AGREEMENTS AND EXISTING PLANS.**

This Agreement contains the entire understanding between the parties hereto with respect to Executive's employment with the Bank, and supersedes the Initial Agreement, any prior offer of employment, employment letter or other agreements or understandings between the Bank and Executive, whether oral or written, with respect thereto, except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to Executive of a kind provided for in any Core Plan or any separate plan or program established for the benefit of Bank employees generally, or any separate plan or program established after the date of this Agreement for the specific benefit of Executive. No provision of this Agreement shall be interpreted to mean that Executive is subject to receiving fewer benefits than those available to her without reference to this Agreement.

## **11. MODIFICATION AND WAIVER.**

This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto and approved by the Board. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future as to any act other than that specifically waived. Notwithstanding the foregoing, in the event that any provision or the implementation of any provision of this Agreement is finally determined to violate any applicable law, regulation or other regulatory requirement that is binding on the Bank, or to constitute an unsafe and unsound banking practice, Executive and the Bank agree to amend such provision to the extent necessary to remove or eliminate such violation or unsafe and unsound banking practice, and such provision shall then be applicable in the amended form.

## **12. NO ATTACHMENT.**

Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void, and of no effect.

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### 13. REQUIRED PROVISIONS.

In the event any of the foregoing provisions of this Agreement are in conflict with the provisions of this Section 13, this Section 13 shall prevail.

(a) **Rights Not Prejudiced** . The Bank may terminate Executive's employment at any time, but any termination by the Bank, other than For Cause, shall not prejudice any right of Executive to compensation or other benefits under this Agreement. Executive shall not have the right to receive compensation or other benefits for any period after a termination For Cause as provided in Section 6(a) hereof.

(b) **Suspension; Temporary Removal** . If Executive is suspended and/or temporarily prohibited from participating in the conduct of the affairs of the Bank or an Affiliate by a notice served under Section 8(e)(3) or 8(g)(1) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1818(e)(3) or (g)(1), the Bank's obligations under this Agreement shall be suspended as of the date of service, unless stayed by appropriate proceedings. If the charges in the notice are dismissed, the Bank may in its discretion: (i) pay Executive all or part of the compensation withheld while the contract obligations were suspended; and (ii) reinstate (in whole or in part) any of the obligations which were suspended.

(c) **Removal; Prohibition** . If Executive is removed and/or permanently prohibited from participating in the conduct of the affairs of the Bank or an Affiliate by an order issued under Section 8(e)(4) or 8(g)(1) of the Federal Deposit Insurance Act, 12 U.S.C. Section 181 8(e)(4) or (g)(1), all obligations of the Bank under this Agreement shall terminate as of the effective date of the order, but vested rights of the contracting parties shall not be affected.

(d) **Bank in Default** . If the Bank is in default as defined in Section 3(x)(1) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1813 (x)(1), all obligations of the Bank under this Agreement shall terminate as of the date of default, but this paragraph shall not affect any vested rights of the contracting parties.

(e) **Regulatory Termination** . All obligations under this Agreement shall be terminated, except to the extent determined that continuation of this Agreement is necessary for the continued operation of the institution: (i) by the Director of the OTS (or her designee) at the time the FDIC enters into an agreement to provide assistance to or on behalf of the Bank under the authority contained in Section 13(c) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1823(c); or (ii) by the Director of the OTS (or her designee) at the time the Director (or her designee) approves a supervisory merger to resolve problems related to the operations of the Bank or when the Bank is determined by the Director to be in an unsafe or unsound condition. Any rights of the parties that have already vested, however, shall not be affected by such action.

(f) **Certain Payments** . Any payments made to Executive pursuant to this Agreement, or otherwise, are subject to and conditioned upon compliance with 12 U.S.C. Section 1828(k) and 12 C.F.R. Section 545.121 and any rules and regulations promulgated thereunder.

(g) **OTS Limitation** . Notwithstanding anything to the contrary in this Agreement, in no case shall the total Departure Compensation (defined below) paid to Executive upon the termination of her employment with the Bank, regardless of the reason, exceed three (3) times Executive's Average Annual Regulatory Compensation (defined below). The term "**Departure Compensation** " shall mean any payments and other things of value that the Bank makes or provides to Executive upon the termination of Executive's employment with the

Bank, but shall not mean or include any Prorated Incentive Compensation (defined above) that the Board determines was earned by Executive prior to the Effective Date of termination, any Earned Salary (defined above) or any Accrued Plan Contributions (defined above). The term “**Average Annual Regulatory Compensation**” shall mean the average of Executive’s annual Regulatory Compensation (defined below) based on the most recent three (3) tax years, or if Executive was employed by the Bank for less than three (3) full tax years, based on such lesser number of tax years or portions thereof as Executive was employed by the Bank. The term “**Regulatory Compensation**” shall mean, for the purposes of the foregoing definition as it relates to any tax year, any payment of money or provision of any other thing of value by the Bank to Executive in consideration of Executive’s employment, including, without limitation, Base Salary, commissions, bonuses, pension and profit-sharing plans, severance payments, retirement, director or committee fees, fringe benefits, payment of expense items without accountability or business purpose or that do not meet Internal Revenue Service requirements for deductibility by the association. In the event that the total Departure Compensation that becomes due to Executive under this Agreement exceeds three (3) times Executive’s Average Annual Regulatory Compensation, the aggregate payments or other things of value constituting Departure Compensation shall be reduced to a lesser amount, the value of which shall be one dollar (\$1.00) less than three (3) times Executive’s Average Annual Regulatory Compensation. In such a case, the reduction shall be allocated among the components of such payments and other things of value in the manner designated by Executive.

#### **14. WITHHOLDING.**

All payments required to be made to Executive under this Agreement shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Bank reasonably determines should be withheld pursuant to any applicable state or federal law or regulation.

#### **15. SEVERABILITY.**

If, for any reason, any provision of this Agreement, or any part of any provision, is held invalid, such invalidity shall not affect any other provision of this Agreement or any part of such provision that is not held invalid, and each such other provision and part thereof shall to the full extent consistent with law continue in full force and effect. Without limiting the foregoing, if any provisions of Section 8 of this Agreement are held to be unenforceable because of the scope, duration or area of applicability, the court making such determination shall have the power to modify such scope, duration or area of applicability, or all of them, and such provision shall then be applicable in the modified form.

#### **16. HEADINGS FOR REFERENCE ONLY.**

The headings of sections and paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

#### **17. GOVERNING LAW.**

The validity, interpretation, performance and enforcement of this Agreement shall be governed by the internal laws of the State of Illinois, without regard or reference to any principles of conflicts of law of the State of Illinois, except to the extent that such internal laws are preempted by the laws of the United States or the regulations of the OTS or any other agency of the United States.

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## **18. DISPUTE RESOLUTION.**

(a) **Arbitration.** Except for claims, cases or controversies based on or arising out of Section 8 of this Agreement (“**Section 8 Claims**”), all claims, cases or controversies arising out of or in connection with either this Agreement, Executive’s employment with the Bank or the termination or cessation of such employment (collectively, “**Employment Claims**”), whether asserted against the Bank, an Affiliate (as defined below), and/or an officer, director or employee of the Bank or an Affiliate, and whether based on this Agreement or existing or subsequently enacted or adopted statutory or common law doctrines, shall be finally settled by arbitration conducted by JAMS Endispute or a successor entity (“**JAMS**”) in Chicago, Illinois, in accordance with the then applicable Employment Arbitration Rules and Procedures of JAMS, or in the event JAMS or a successor in interest of JAMS no longer provides arbitration services, by the American Arbitration Association or a successor entity (the “**AAA**”) in accordance with its then applicable National Rules for the Resolution of Employment Disputes. The costs and fees imposed by JAMS or the AAA for conducting such arbitration shall be borne equally by Executive and the Bank unless the arbitrator determines otherwise. The award rendered by the arbitrator(s) shall be final and binding upon Executive, the Bank and any other parties to such proceeding, and may be entered and enforced as a judgment in any court of competent jurisdiction. The Employment Claims subject to arbitration hereunder shall include, but shall not be limited to, those arising under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the law of contract, the law of tort, and other claims under federal, state or local statutes, ordinances and rules or the common law. Executive and the Bank acknowledge that by agreeing to arbitration they are relinquishing all rights they have to sue each other for Employment Claims that do not constitute Section 8 Claims and any rights that they may have to a jury trial on Employment Claims that do not constitute Section 8 Claims.

(b) **Section 8 Claims.** All Section 8 Claims shall be brought, commenced and maintained only in a state or federal court of competent jurisdiction situated in the County of Cook or the County of DuPage, State of Illinois. Executive and the Bank each hereby (i) consents to the exercise of jurisdiction over her or its person and property by any court of competent jurisdiction situated in the County of Cook or the County of DuPage, State of Illinois for the enforcement of any claim, case or controversy based on or arising under Section 8 of this Agreement; (ii) waives any and all personal or other rights to object to such jurisdiction for such purposes; and (iii) waives any objection which it may have to the laying of venue of any such action, suit or proceeding in any such court.

## **19. INDEMNIFICATION AND INSURANCE.**

(a) **Indemnification, Advancement and Insurance.** The Bank shall, subject to the conditions and findings set forth in 12 C.F.R. Section 545.121: (i) provide Executive (including her heirs, executors and administrators), at the Bank’s expense, with insurance under a directors’ and officers’ liability insurance policy that reasonably and adequately insures Executive for her acts and omissions as a director, officer or employee of the Bank and its subsidiaries; (ii) indemnify Executive (and her heirs, executors and administrators) against all judgments entered and settlements made in any pending or threatened action and any appeal or other proceeding for review of such action, regardless of whether such action is a judicial or administrative proceeding, if such action was brought or threatened because Executive is or was a director, officer or employee of the Bank or any of its subsidiaries; (iii) indemnify Executive (and her heirs, executors and administrators) against all and reasonable costs and expenses, including reasonable attorney’s fees, actually paid or incurred by Executive in defending or settling any such action, or in enforcing Executive’s rights to indemnification

under this Section 19; and (iv) to the extent that the Bank is not then authorized by applicable law to provide such indemnification, advance Executive her reasonable costs and expenses, including reasonable attorney's fees, arising from the settlement or defense of any such action, subject to the Bank's receipt of a written undertaking from Executive to repay all costs and expenses so advanced if Executive is later determined not to be entitled to indemnification. In the event that 12 C.F.R. Section 545.121 or the provisions of the Bank's bylaws or charter that relate to indemnification and the advancement of expenses are hereafter amended, such amendment shall apply to the Bank's obligations under this Section 19, but only to the extent that it increases the Bank's authority to indemnify or advance expenses to Executive beyond the authority that was provided, or reduces any limitations on such authority that were imposed, by 12 C.F.R. Section 545.121 and the provisions of the Bank's bylaws or charter on the Effective Date. Notwithstanding the foregoing and anything to the contrary in this Agreement, the Bank shall have no obligations under this Section 19 or under any provision of its charter or bylaws to provide indemnification or advance expenses to Executive in connection with any pending or threatened action, and any appeal or other proceeding for review of such action, regardless of whether such action is a judicial or administrative proceeding, if such action was brought or threatened because Executive is or was a director, officer or employee of a person or Legal Entity that is not or was not an Affiliate of the Bank, or because of any duty or alleged duty arising out of a past or present employment, contractual or other legal relationship between Executive and a Legal Entity that is or was not an Affiliate of the Bank. Any payments made to Executive pursuant to this Section 19 shall be subject to and conditioned upon compliance with the applicable provisions of 12 U.S.C. 1828(k), as amended, and 12 C.F.R. Section 545.121, as amended, and any rules or regulations promulgated in connection with therewith.

**(b) Procedures.** Any request for indemnity or the advancement of expenses shall be made in a written notice delivered by Executive to the General Counsel of the Bank. The notice shall describe with reasonable particularity the claim that has been made or threatened against Executive and the reasons why Executive believes that it is lawful and appropriate for the Bank to indemnify or advance expenses to her in connection with such claim. Following the delivery of such written notice, the Board shall, as soon as practicable and by no later than its next regularly scheduled Board meeting, adopt a resolution by the affirmative vote of not less than a majority of its members (i) determining in good faith and on the basis of reasonable evidence or other information whether or not Executive, in connection with such claim, was acting in good faith within the scope of her employment or authority as she perceived it under the circumstances and for a purpose she could reasonably have believed under the circumstances was in the best interests of the Bank, and (ii) determining whether or not the Bank will approve or deny Executive's request subject to any regulatory notification requirements; *provided, however*, that if the Board lacks sufficient evidence or other information at the time of such meeting to make the determination set forth in Subsection (i) of this Section 19(b), the Board shall adopt a resolution at such meeting by the affirmative vote of not less than a majority of its members determining whether or not the Bank will advance Executive the reasonable costs of defending or settling such claim, subject to such undertakings by Executive as may be required by applicable law. The Board shall provide Executive with a copy of each such resolution promptly after its adoption.

## **20. COSTS AND LEGAL FEES.**

**(a) Payment to Executive.** Except as provided in Section 18(a) hereof, in the event any dispute or controversy arising under or in connection with any provision of this Agreement other than Section 8 hereof is resolved on the merits in favor of Executive pursuant to an arbitration award or final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected), the Bank shall be obligated to pay Executive, within thirty (30) days after the date on which such judgment becomes final and not subject to further appeal, all reasonable costs and legal fees paid or incurred by Executive in connection with such dispute or controversy.

**(b) Payment to Bank.** Except as provided in Section 18(a) hereof, in the event any dispute or controversy arising under or in connection with Section 8 of this Agreement is resolved on the merits in favor of the Bank pursuant to an arbitration award or final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected), Executive shall be obligated to pay the Bank, within thirty (30) days after the date on which such judgment becomes final and not subject to further appeal, all reasonable costs and legal fees paid or incurred by the Bank in connection with such dispute or controversy.

**21. NO CONFLICTS.**

Executive has heretofore advised the Bank and hereby represents that the execution and delivery of this Agreement and the performance of the obligations hereunder do not and will not conflict with, or result in any default, violation or breach of any contract or agreement to which Executive is a party, or of any legal duty of Executive.

**22. SURVIVAL.**

The rights and obligations of Executive and the Bank under Sections 6, 8, 13, 17, 18, 19 and 20 of this Agreement shall survive the termination of Executive's employment and the termination or expiration of this Agreement. All other rights and obligations of Executive and the Bank shall survive the termination or expiration of this Agreement only to the extent that they expressly contemplate future performance and remain unperformed.

**23. SUCCESSORS AND ASSIGNS.**

**(a) Continuing Rights and Obligations.** This Agreement shall be binding upon, and inure to the benefit of, Executive and her heirs, executors, administrators and assigns, and the Bank and its successors and assigns. The Bank shall require any of its successors or assigns, whether resulting from a purchase, merger, consolidation, reorganization, conversion or a transfer of all or substantially all of its business or assets, to expressly and unconditionally to assume and agree to perform its obligations under this Agreement, in the same manner and to the same extent that it would be required to perform such obligations if no such succession or assignment had occurred.

**(b) Payments to Estate or Trust.** Any amounts due Executive hereunder shall be paid to Executive's estate in the event of Executive's death except as expressly provided herein; provided that, notwithstanding the foregoing, Executive may, in her discretion, provide for the payment of some or all of such amounts to a trust established by Executive. In the event that Executive desires that such amounts be paid to a trust, Executive shall notify the Bank of such intention in writing and comply with any requirements of applicable law.

*[Remainder of page intentionally left blank]*



**IN WITNESS WHEREOF** , BankFinancial, F.S.B. has caused this Agreement to be executed by its duly authorized officers and directors, and Executive has signed this Agreement as of this 6th day of May, 2008.

**BANKFINANCIAL, F.S.B.**

**EXECUTIVE**

By: /s/ F. Morgan Gasior

/s/ Elizabeth Doolan

**Elizabeth Doolan**

Its: Chief Executive Officer

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the Registration Statement on Form S-8 (Number 333-127737) of BankFinancial Corporation, of our report dated February 20, 2009, with respect to the consolidated financial statements of BankFinancial Corporation and the effectiveness of the Company's internal control over financial reporting, which report appears in this Annual Report on Form 10-K of BankFinancial Corporation for the year ended December 31, 2008.

Crowe Horwath LLP

Oak Brook, Illinois  
February 20, 2009

**Certification of Chief Executive Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, F. Morgan Gasior, certify that:

1. I have reviewed this Annual Report on Form 10-K of BankFinancial Corporation, a Maryland corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2009

/s/ F. Morgan Gasior

F. Morgan Gasior  
Chairman of the Board,  
Chief Executive Officer and President

**Certification of Chief Financial Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Paul A. Cloutier, certify that:

1. I have reviewed this Annual Report on Form 10-K of BankFinancial Corporation, a Maryland corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 23, 2009

/s/ Paul A. Cloutier

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Paul A. Cloutier  
Executive Vice President and  
Chief Financial Officer

**Certification of Chief Executive Officer and Chief Financial Officer  
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

F. Morgan Gasior, Chairman of the Board, Chief Executive Officer and President of BankFinancial Corporation, a Maryland corporation (the "Company") and Paul A. Cloutier, Executive Vice President and Chief Financial Officer of the Company, each certify in his capacity as an officer of the Company that he has reviewed the annual report on Form 10-K for the year ended December 31, 2008 (the "Report") and that to the best of his knowledge:

1. the Report fully complies with the requirements of Sections 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 23, 2009

/s/ F. Morgan Gasior

F. Morgan Gasior  
Chairman of the Board, Chief Executive Officer  
and President

Date: February 23, 2009

/s/ Paul A. Cloutier

Paul A. Cloutier  
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.