
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

BankFinancial Corporation

(Name of Issuer)

Common Stock, \$0.01 Par Value
(Title of Class of Securities)

06643P104
(CUSIP Number)

Ben Mackovak
Strategic Value Investors, LP
127 Public Square, Suite 1510
Cleveland, Ohio 44114
216-282-0704

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 7, 2024
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. []

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page

The information required on the remainder of this cover page shall not be deemed to be filed for the purposes of Section 18 of the Securities Exchange Act of 1934 (the Act) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Instructions).

1	NAME OF REPORTING PERSON: Strategic Value Investors, LP I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <input type="checkbox"/> (a) <input type="checkbox"/> (b)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS: WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 645,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 645,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 645,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON: Ben Mackovak I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <input type="checkbox"/> (a) <input type="checkbox"/> (b)		
3	SEC USE ONLY		
4	SOURCE OF FUNDS: OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 645,000	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 645,000	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 645,000		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%		
14	TYPE OF REPORTING PERSON IN		

1	NAME OF REPORTING PERSON: Marty Adams I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <input type="checkbox"/> (a) <input type="checkbox"/> (b)		
3	SEC USE ONLY		
4	SOURCE OF FUNDS: OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 645,000	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 645,000	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 645,000		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%		
14	TYPE OF REPORTING PERSON IN		

1	NAME OF REPORTING PERSON: Strategic Value Bank Partners LLC I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <input type="checkbox"/> (a) <input type="checkbox"/> (b)		
3	SEC USE ONLY		
4	SOURCE OF FUNDS: OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION State of Ohio		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 645,000	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 645,000	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 645,000		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.2%		
14	TYPE OF REPORTING PERSON OO		

ITEM 1. SECURITY AND ISSUER:

This statement relates to the common stock, ("Common Stock"), of BankFinancial Corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 60 North Frontage Road, Burr Ridge, Illinois 60527.

ITEM 2. IDENTITY AND BACKGROUND:

- (a) This Schedule 13D is being filed jointly by (1) Strategic Value Investors, LP, a Delaware limited partnership; (2) Strategic Value Bank Partners, LLC, an Ohio limited liability company ("Strategic Value Bank Partners"); (3) Ben Mackovak, a managing member of Strategic Value Bank Partners; and (4) Marty Adams, a managing member of Strategic Value Bank Partners, (collectively (1-4) the "Reporting Persons"). The joint filing agreement of the Reporting Persons is attached as Exhibit 1 to this Schedule 13D.
- (b) The principal business address of the Reporting Persons is 127 Public Square, Suite 1510, Cleveland, Ohio 44114.
- (c) The principal business of Strategic Value Bank Partners is to serve as an investment manager or adviser to various investment partnerships, funds, and managed accounts (collectively, the "Clients"). The principal occupation of Messrs. Mackovak and Adams is investment management through their ownership and control over the affairs of Strategic Value Bank Partners. Strategic Value Bank Partners has voting and dispositive power over the Common Stock held by the Clients.
- (d) During the last five years, none of the Reporting Persons have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, none of the Reporting Persons have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, were or are subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Mr. Mackovak and Mr. Adams are citizens of the United States of America.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION:

In aggregate the Reporting Persons have voting and dispositive power over 645,000 shares of Common Stock of the Issuer acquired at an aggregate cost of \$6,824,100. The shares were purchased with working capital.

ITEM 4. PURPOSE OF TRANSACTION:

The Reporting Persons acquired the Common Stock reported on this Schedule 13D for investment purposes. The Reporting Persons purchased the shares based on the belief that the shares, at the time of purchase, were undervalued and represented an attractive investment opportunity. The Reporting Persons believe significant opportunity exists to enhance shareholder value by simplifying the business, improving operations, resolving certain non-performing loans, and evaluating strategic alternatives.

On February 7, 2024, Mr. Mackovak was appointed to the Board of Directors of the Issuer. In connection with Mr. Mackovak's appointment, The Reporting Persons entered into a standstill agreement with the Issuer (the "Agreement") on February 7, 2024.

Under the Agreement, and subject to the terms and conditions set forth therein, the Issuer agreed, among other things, that its Board of Directors will appoint Mr. Mackovak to serve as a Director of the Issuer in the class of directors with a term expiring at the Issuer's 2026 Annual Meeting. The Agreement also contains certain provisions that prohibit the Reporting Persons from engaging in certain activities, such as proxy solicitations and shareholder proposals, without the prior written approval of the Board of Directors of the Issuer. The agreement is attached as Exhibit 2 to this Schedule 13D.

Unless otherwise noted in this Schedule 13-D, none of the Reporting Persons has any plans or proposals, which relate to, or would result in, any of the matters referred to in paragraphs (b) through (j), inclusive of item (4) of Schedule 13D, except as might be proposed by Mr. Mackovak in his capacity as a Director of the Issuer or by such Board with the participation of Mr. Mackovak as a Director.

The Reporting Persons may make further purchases of shares of Common Stock, although the Agreement restricts the Reporting Persons from acquiring more than 9.99% of the outstanding shares of the Issuer. The Reporting Persons may dispose of any or all of the shares of Common Stock. If the Reporting Persons reduces its aggregate holdings to less than 5.0% of the outstanding shares of Common Stock, the Issuer has the right to terminate the Agreement.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER:

As of the date of this Schedule 13D, the Reporting Persons held in aggregate 645,000 shares of Common Stock of the Issuer, which represents 5.170% of the outstanding Common Stock.

The percentages used in this Schedule 13D are calculated based upon 12,475,881 outstanding shares of Common Stock as of December 31, 2023. This amount is based upon the number of outstanding shares of Common Stock reported as of December 31, 2023, referenced in the Issuer's Current Report on Form 8-k filed on January 31, 2024. Each of the Reporting Persons shares voting and dispositive power over the Shares of Common Stock held by the Clients.

Strategic Value Bank Partners on behalf of the Clients has made no purchases or sales of Common Stock during the past 60 days.

No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Common Stock.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER:

Mr. Mackovak is a non-employee director on the Board of Directors of the Issuer.

Other than the foregoing relationships and arrangements, the relationship between Mr. Mackovak and the Issuer, the Joint Filing Agreement filed as [Exhibit 1](#) to this Schedule 13D, and the Standstill Agreement filed as [Exhibit 2](#) to this Schedule 13D, there are no contracts, arrangements, understandings or relationships among the persons named in Item 2 hereof and between such persons and any persons with respect to any securities of the Issuer.

ITEM 7. MATERIALS TO BE FILED AS EXHIBITS:

[Exhibit 1 - Joint Filing Agreement](#)

[Exhibit 2 – Standstill Agreement](#)

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

February 12, 2024	Strategic Value Investors, LP By: <u>/s/ Ben Mackovak</u> Name: Ben Mackovak Title: Managing Member
February 12, 2024	Marty Adams By: <u>/s/ Marty Adams</u> Name: Marty Adams Title: Managing Member
February 12, 2024	Ben Mackovak By: <u>/s/Ben Mackovak</u> Name: Ben Mackovak Title: Managing Member
February 12, 2024	Strategic Value Bank Partners LLC By: <u>/s/Ben Mackovak</u> Name: Ben Mackovak Title: Managing Member

Attention — Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001).

Exhibit 1

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including amendments thereto) with respect to the shares of Common Stock, \$0.01 par value, of BankFinancial Corporation. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: February 12, 2024

STRATEGIC VALUE INVESTORS, L.P.

By: Strategic Value Bank Partners, LLC
Investment Advisor

By: /s/ Ben Mackovak
Name: Ben Mackovak
Title: Managing Member

STRATEGIC VALUE BANK PARTNERS, LLC

By: /s/ Ben Mackovak
Name: Ben Mackovak
Title: Managing Member

/s/ Ben Mackovak
Ben Mackovak

/s/ Marty Adams
Marty Adams

STANDSTILL AGREEMENT

This STANDSTILL AGREEMENT (this “Agreement”) is made by and between BANKFINANCIAL CORPORATION, a Maryland corporation (“BFIN”), on the one hand, and STRATEGIC VALUE BANK PARTNERS, LLC, STRATEGIC VALUE INVESTORS LP and BENJAMIN MACKOVAK (collectively, the “SVB Partners Parties”) on behalf of themselves and their affiliates and associates (as such terms are defined in Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), on the other hand. BFIN and the SVB Partners Parties together, collectively, shall be referred to in this Agreement as the “Parties”. In consideration of the covenants, promises and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Board Membership.

Upon the execution of this Agreement, the Board of Directors of BFIN agrees to appoint Benjamin Mackovak to serve as a director of BFIN in the class of directors with terms expiring at BFIN’s 2026 Annual Meeting of stockholders or until their successors are elected and qualified. In addition and as a condition to Mr. Mackovak’s appointment/nomination for election as a director of BFIN, Mr. Mackovak and the SVB Partners Parties agree to provide to BFIN in a timely manner information required to be, or customarily disclosed for, BFIN’s directors, candidates for directors, and their affiliates and representatives in a proxy statement or other filings under applicable law, rules, regulations or listing standards, information in connection with assessing eligibility, independence and other criteria applicable to directors or satisfying compliance and legal obligations, and such other information as reasonably requested by the Company from time to time. At all times from and after the date of this Agreement, BFIN’s Board of Directors will also appoint, at its discretion, all other persons to fill any remaining director positions or vacancies on the BFIN Board of Directors and Board committee positions; provided, that BFIN’s Board of Directors acknowledges and agrees as follows: (i) it will consider, in good faith, the appointment of Mr. Mackovak to committees of the BFIN Board of Directors; (ii) if requested by Mr. Mackovak, it will meet with Mr. Mackovak following the filing of the BFIN’s annual report on Form 10-K to discuss his goals and objectives as a director of BFIN and otherwise to facilitate Mr. Mackovak’s transition to service on the BFIN Board of Directors; (iii) it will cause the Bank to continue to provide Mr. Mackovak electronic access to each “Meeting Book” and the related meeting materials that are published to the Bank’s “NASDAQ Director’s Desk” site in connection with meetings of the board of directors of the Bank held after such appointment/election, provided that Mr. Mackovak shall not be provided access to information that would cause BFIN or the Bank to violate applicable laws or regulations; and (iv) it will cause BFIN to provide Mr. Mackovak the normal compensation paid to similarly situated persons who serve as directors of BFIN only.

2. Standstill.

(i) The SVB Partners Parties each acknowledge and represent that the investment in BFIN is not intended to constitute a “controlling” investment for federal banking law purposes and, accordingly, subject in all cases to Section 2(iii) below with respect to Mr. Mackovak, agree that during the Standstill Period (as defined below), the SVB Partners Parties and their affiliates or associates will not (and they will not assist or encourage others to), directly or indirectly, in any manner, without prior written approval of the Board of Directors of BFIN:

(1) acquire, offer or propose to acquire, solicit an offer to sell or agree to acquire directly or indirectly, alone or in concert with others, by purchase, tender, exchange, gift, through the acquisition of control of another person, by joining a partnership, limited partnership or syndicate or other “group” (within the meaning of such term in Section 13(d) of the Exchange Act) or otherwise, any direct or indirect beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) or any direct or indirect interest in any securities or direct or indirect rights, warrants or options to acquire, or securities convertible into or exchangeable for (collectively, an “Acquisition”), any securities of BFIN, such that as a result of such Acquisition, the SVB Partners Parties would maintain beneficial ownership in excess of 9.99% of the outstanding shares of BFIN common stock;

(2) make, engage in, or in any way participate in, directly or indirectly, alone or in concert with others, any “solicitation” of “proxies” or consents to vote (as such terms are used in the proxy rules of the Securities and Exchange Commission promulgated pursuant to Section 14 of the Exchange Act) or seek to advise, encourage, or influence in any manner whatsoever any person with respect to the voting of any securities of BFIN;

(3) form, join, encourage, influence, advise or in any way participate in a “group” within the meaning of Section 13(d)(3) of the Exchange Act (other than a group involving solely the SVB Partners Parties) with respect to any securities of BFIN (for the benefit of clarification and the avoidance of doubt, this provision shall not prohibit changes in the membership of the group involving the SVB Partners Parties as long as any additional member(s) acknowledges and agrees to be bound by the terms of this Agreement) or otherwise in any manner agree, attempt, seek or propose to deposit any securities of BFIN in any voting trust or similar arrangement, or subject any securities of BFIN to any arrangement or agreement with respect to the voting thereof, except as expressly set forth in this Agreement;

(4) acquire, offer or propose to acquire or agree to acquire, directly or indirectly, alone or in concert with others, by purchase, tender, exchange or otherwise, (a) any of the assets, tangible and intangible, of BFIN or (b) direct or indirect rights, warrants or options to acquire any assets of BFIN;

(5) arrange, or in any way participate, directly or indirectly, in any financing (except for margin loan financing for shares beneficially owned) for the purchase of any securities or securities convertible or exchangeable into or exercisable for any securities or assets of BFIN;

(6) sell, offer or agree to sell directly or indirectly, through swap or hedging transactions or otherwise, the securities of BFIN or any rights decoupled from the underlying securities of BFIN held by any SVB Partners Party to any person or entity not a (a) party to this Agreement, (b) member of the BFIN Board of Directors, (c) officer of BFIN or (d) a SVB Partners Party affiliate (a “Third Party”) that would knowingly result in such Third Party, together with its affiliates and associates, owning, controlling or otherwise having any beneficial or other ownership interest in the aggregate of more than 9.9% of the shares of BFIN common stock outstanding at such time, except in a transaction approved by the Board or in ordinary course public capital markets sale transactions;

(7) otherwise act, alone or in concert with others, to seek to offer to BFIN or any of its stockholders any business combination, restructuring, recapitalization or similar transaction to or with BFIN or otherwise seek, alone or in concert with others, to control or change the management, Board of Directors or policies of BFIN or the Bank or nominate any person as a director of BFIN who is not nominated by the then incumbent directors (provided that if there is a vacancy on the BFIN Board of Directors the SVB Partners Parties may submit suggestions on a confidential basis to the BFIN Board of Directors or the Corporate Governance and Nominating Committee of the BFIN Board of Directors for nominees to the Board of Directors pursuant to the nomination policy adopted by the Board of Directors), or propose any matter to be voted upon by the stockholders of BFIN;

(8) seek the removal of any member of the Board, conduct a referendum of stockholders or make a request for any stockholder list or other BFIN books and records;

(9) take any action in support of or make any proposal or request that constitutes: (a) any material change in the capitalization, stock repurchase programs and practices, capital allocation programs and practices or dividend policy of BFIN; (b) seeking to have BFIN waive or make amendments or modifications to BFIN's Articles of Incorporation or Bylaws, or other actions, that may impede or facilitate the acquisition of control of BFIN by any person; (c) causing a class of securities of BFIN to be delisted from, or to cease to be authorized to be quoted on, any securities exchange; or (d) causing a class of securities of BFIN to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;

(10) make any statement or announcement that constitutes an ad hominem attack on, or otherwise disparages or causes to be disparaged (a) any of the proposals described in this Agreement or (b) BFIN or affiliates thereof, and any of its current or former officers or directors;

(11) enter into any discussions, negotiations, agreements or understandings with any Third Party with respect to any of the foregoing, or advise, assist, knowingly encourage or seek to persuade any Third Party to take any action or make any statement with respect to any of the foregoing, or otherwise take or cause any action or make any statement inconsistent with any of the foregoing;

(12) exercise or attempt to exercise a controlling influence (determined in a manner consistent with the public guidance issued by the primary federal banking regulator of BFIN) over the management or policies of BFIN, or any of its affiliates;

(13) have or seek to have more than one representative of the SVB Partners Parties serve on the Board of Directors of BFIN;

(14) permit any representative of the SVB Partners Parties who serves on the Board of Directors of BFIN to serve as the chairman of the Board of Directors of BFIN;

(15) have or seek to have any employee or representative of any SVB Partners Party serve as an officer, agent, or employee of BFIN;

(16) take any action that would cause BFIN to become a subsidiary of any SVB Partners Party;

(17) propose a director or slate of directors in opposition to a nominee or slate of nominees proposed by the management or Board of Directors of BFIN;

(18) enter into or seek or propose to enter into any agreement with BFIN that substantially limits the discretion of BFIN's management over major policies and decisions, including, but not limited to, policies or decisions about employing and compensating executive officers; engaging in new business lines; raising additional debt or equity capital; merging or consolidating with another firm; or acquiring, selling, leasing, transferring, or disposing of material assets, subsidiaries, or other entities;

(19) dispose or threaten to dispose (explicitly or implicitly) of equity interests of BFIN in any manner as a condition or inducement of specific action or non-action by BFIN; and

(20) announce an intention to do, or enter into any arrangement or understanding with others to do, any of the actions restricted or prohibited under clauses (1) through (19) of this Paragraph 2, or publicly announce or disclose any request to be excused from any of the foregoing obligations of this Paragraph 2.

(ii) At any BFIN annual meeting of stockholders during the Standstill Period, the SVB Partners Parties agree (1) to vote all shares of BFIN they or any of them beneficially own in favor of the nominees for election or reelection as director of BFIN selected by the Corporate Governance and Nominating Committee of the Board of Directors of BFIN and agree otherwise to support such director candidates, and (2) with respect to any other proposal submitted by any BFIN stockholder to a vote of the BFIN stockholders, to vote all of the BFIN shares they beneficially own in accordance with the recommendation of the BFIN Board of Directors with respect to any such stockholder proposal.

(iii) Notwithstanding anything in this Agreement to the contrary, nothing herein will be construed to limit or affect: (1) any action or inaction by Mr. Mackovak in his capacity as a member of BFIN's Board of Directors, provided he acts in good faith in the discharge of his fiduciary duties as a board member; or (2) the ability of the SVB Partners Parties to engage in discussions relating to the topics listed in Paragraph 2 of this Agreement directly with the Chairman and Chief Executive Officer of BFIN or with other members of the board of directors of BFIN or senior executive management of BFIN in a manner consistent with the practices of the BFIN Board of Directors.

(iv) The "Standstill Period" shall begin on the date hereof and shall remain in full force and effect until the date that is the earliest of (1) the date that is 10 days following the date that BFIN materially breaches its obligations under Section 1 of this Agreement, provided that such breach has not been cured prior to the expiration of such 10-day period; (2) the date that is three months from the date that Mr. Mackovak (or, in the event of the death, disability or resignation of Mr. Mackovak, a substitute nominee of the SVB Partners Parties, whose substitution shall be subject to the approval of the BFIN Board of Directors in its sole discretion) ceases to be a member of the BFIN Board; provided, however, with respect to this clause (2), Mr. Mackovak (or the substitute representative of the SVB Partners Parties) and the SVB Partners Parties shall be permitted to exercise their respective rights, as stockholders of BFIN and in accordance with all limitations generally applicable to stockholders of BFIN, to nominate and pursue the election of Mr. Mackovak (or the substitute representative of the SVB Partners Parties) or Mr. Martin Adams to serve as a member of the BFIN Board of Directors immediately after Mr. Mackovak (or the substitute representative of the SVB Partners Parties) ceases to be a member of the BFIN Board, (3) the date immediately following the Company's 2026 Annual Meeting of Stockholders; provided, however that, in any event, Section 2(i) shall survive for so long as any designee of the SVB Partners Parties serves as a member of the BFIN Board, and (4) the date on which BFIN, at the option of BFIN, elects to terminate the Standstill Period by written notice to the SVB Partners Parties, which election may occur any time after the beneficial ownership of the SVB Partners Parties decreases below 5% of the outstanding shares of BFIN common stock.

3. Non-Disparagement.

During the Standstill Period, the SVB Partners Parties agree not to disparage BFIN or any officers, directors (including director nominees) or employees of BFIN or its affiliates or subsidiaries in any public or quasi-public forum, and BFIN agrees not to disparage any of the SVB Partners Parties or any officers or employees of the SVB Partners Parties in any public or quasi- public forum.

4. SVB Partners Nominees.

During the Standstill Period, the SVB Partners Parties agree not to nominate any other candidate for director of BFIN or the Bank at any time (except, in the event of death, disability or resignation of Mr. Mackovak, a substitute nominee of SVB Partners Parties, whose substitution shall be subject to the approval of the BFIN Board of Directors in its sole discretion, which approval shall not be unreasonably withheld or delayed).

5. Authority.

Each of the Parties that is a corporation or other legal entity and each individual Party executing this Agreement on behalf of a corporation or other legal entity, represents and warrants that: (a) such corporation or other legal entity is duly organized, validly authorized and in good standing, and possesses full power and authority to enter into and perform the terms of this Agreement; (b) the execution, delivery and performance of the terms of this Agreement have been duly and validly authorized by all requisite acts and consents of the company or other legal entity and do not contravene the terms of any other obligation to which the corporation or other legal entity is subject; and (c) this Agreement constitutes a legal, binding and valid obligation of each such entity, enforceable in accordance with its terms.

6. Expenses.

All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such expenses.

7. Amendment in Writing.

This Agreement and each of its terms may only be amended, waived, supplemented or modified in a writing signed by all the signatories hereto or their respective clients.

8. Governing Law/Venue/Jurisdiction.

This Agreement, and the rights and liabilities of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Maryland without regard to conflict of law provisions. The venue and jurisdiction for adjudication of any and all disputes between the Parties to this Agreement shall be in the U.S. District Court for the District of Maryland.

9. Specific Performance.

The Parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is agreed that the Parties shall be entitled to seek specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity.

10. Counterparts.

This Agreement may be executed in counterparts, each of which shall be considered to be an original or true copy of this Agreement. Faxed signatures shall be presumed valid.

11. No Waiver.

The failure of any one of the Parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive the Parties of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

12. Disclosure of this Agreement.

The parties contemplate that the SVB Partners Parties will file a Schedule 13D amendment attaching this Agreement, that BFIN will file a Form 8-K attaching this Agreement and that during the Standstill Period there will be no other public comments (except as required by applicable regulations of the Securities and Exchange Commission) by the Parties regarding this Agreement other than a press release by BFIN factually summarizing this Agreement and referring to the Form 8-K filing, which press release shall be subject to approval by the SVB Partners Parties (such approval not to be unreasonably withheld).

13. Entire Agreement.

This Agreement constitutes the full, complete and entire understanding, agreement, and arrangement of and between the Parties with respect to the subject matter hereof and supersedes any and all prior oral and written understandings, agreements and arrangements between them including that certain Standstill Agreement dated December 30, 2013. There are no other agreements, covenants, promises or arrangements between the Parties other than those set forth in this Agreement (including the attachments hereto).

14. Notice.

All notices and other communications which are required or permitted hereunder shall be in writing, and sufficient if by overnight/next business day delivery, same-day hand delivery (including delivery by courier) or sent by fax or email, addressed as follows:

If to the BFIN:

Mr. F. Morgan Gasior
Chairman and Chief Executive Officer
BankFinancial Corporation
60 North Frontage Road Burr Ridge,
IL 60527 Fax: (630) 242-7569
Email: mgasior@bankfinancial.com

with a copy to:

James J. Brennan, Esq.
Corporate Secretary
BankFinancial Corporation
60 North Frontage Road
Burr Ridge, IL 60527
Fax: (630) 242-7569
Email: jbrennan@bankfinancial.com

If to the SVB Partners Parties:

Mr. Benjamin Mackovak
Strategic Value Bank Partners, LLC
127 Public Square
Suite 1510
Cleveland, Ohio 44114
Email: ben@strategicbankpartners.com

with a copy to:

Mr. Martin Adams
Strategic Value Bank Partners, LLC
127 Public Square
Suite 1510
Cleveland, Ohio 44114
Email: marty@strategicbankpartners.com

15. Further Assurances.

The SVB Partners Parties and BFIN agree to take, or cause to be taken, all such further or other actions as shall reasonably be necessary to make effective and consummate the transactions contemplated by this Agreement.

16. Successors and Assigns.

All covenants and agreements contained herein shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement on the date set forth below.

Dated: February 7, 2023

BANKFINANCIAL CORPORATION

By: /s/ F. Morgan Gasior

Name: F. Morgan Gasior

Chairman and Chief Executive Officer

**STRATEGIC VALUE BANK PARTNERS, LLC
STRATEGIC VALUE INVESTORS LP**

By: /s/ Benjamin Mackovak

Name: Benjamin Mackovak

Managing Member//Authorized Signatory

BENJAMIN MACKOVAK

/s/ Benjamin Mackovak
