

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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 5)

BANKFINANCIAL CORPORATION

(Name of Issuer)

Common Stock, \$0.01 par value
(Title of Class of Securities)

06643P104
(CUSIP Number)

Mr. John W. Palmer
PL Capital Advisors, LLC
750 Eleventh Street South
Suite 202
Naples, FL 34102
(630) 848-1340
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

- with copies to-

Phillip M. Goldberg
Foley & Lardner LLP
321 North Clark Street
Suite 2800
Chicago, IL 60654-5313
(312) 832-4549

Peter D. Fetzner
Foley & Lardner LLP
777 East Wisconsin Avenue
Suite 3800
Milwaukee, WI 53202-5306
(414) 297-5596

February 26, 2019
(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 Rule 13d-1(b)(3) or (4), check the following box .

1	NAME OF REPORTING PERSON PL Capital Advisors, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) T (b) £
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	£
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 975,189
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 975,189
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 975,1899	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	T
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%	
14	TYPE OF REPORTING PERSON IA	

1	NAME OF REPORTING PERSON John W. Palmer	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) T (b) £
3	SEC USE ONLY	
4	SOURCE OF FUNDS PE, AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	£
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 9,360
	8	SHARED VOTING POWER 975,189
	9	SOLE DISPOSITIVE POWER 9,360
	10	SHARED DISPOSITIVE POWER 975,189
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 984,549	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	T
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.0%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON Richard J. Lashley	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) T (b) £
3	SEC USE ONLY	
4	SOURCE OF FUNDS PE, AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	£
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,000
	8	SHARED VOTING POWER 975,189
	9	SOLE DISPOSITIVE POWER 3,000
	10	SHARED DISPOSITIVE POWER 975,189
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 978,189	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	T
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%	
14	TYPE OF REPORTING PERSON IN	

Item 1. Security and Issuer

This amended and restated Schedule 13D (this "Schedule 13D") relates to the common stock, \$0.01 par value ("Common Stock"), of BankFinancial Corporation (the "Company" or "BankFinancial"). The initial Schedule 13D, dated February 5, 2013, was filed with the Securities and Exchange Commission (the "SEC") on February 14, 2013 (the "Initial Schedule 13D"). The address of the principal executive offices of the Company is 15W060 North Frontage Road, Burr Ridge, IL 60527.

Item 2. Identity and Background

- (a) This Schedule 13D is being filed to reflect, among other things, that the reporting persons going forward shall be (1) PL Capital Advisors, LLC, a Delaware limited liability company and SEC registered investment adviser under the Investment Advisers Act of 1940 ("PL Capital Advisors"); (2) Richard J. Lashley, a managing member of PL Capital Advisors; and (3) John W. Palmer, a managing member of PL Capital Advisors (collectively, the "Reporting Persons"), as they are the only beneficial owners of shares of Common Stock under Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The other parties to the Initial Schedule 13D, as identified below, do not have the right to obtain voting or dispositive power over any of the shares of Common Stock within sixty days, and therefore they are not deemed to beneficially own the shares of Common Stock, pursuant to Rule 13d-3 of the Exchange Act.
- Financial Edge Fund, L.P., a Delaware limited partnership ("Financial Edge Fund");
 - Financial Edge-Strategic Fund, L.P., a Delaware limited partnership ("Financial Edge Strategic");
 - PL Capital/Focused Fund, L.P., a Delaware limited partnership ("Focused Fund");
 - Goodbody/PL Capital, L.P., a Delaware limited partnership ("Goodbody/PL LP");
 - PL Capital, LLC, a Delaware limited liability company ("PL Capital") and General Partner of Financial Edge Fund, Financial Edge Strategic and Focused Fund;
 - Goodbody/PL Capital, LLC ("Goodbody/PL LLC"), a Delaware limited liability company and General Partner of Goodbody/PL LP;
 - Lashley Family 2011 Trust, a New Jersey irrevocable trust;
 - Beth Lashley, a citizen of the United States and the Beneficiary of the Lashley Family 2011 Trust;
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- Albrnet OU, an Estonian company; and
- Dr. Irving Smokler, a citizen of the United States and a Member of the Management Board and Principal of Albrnet OU.

PL Capital Advisors is the investment advisor to Financial Edge Fund, Financial Edge Strategic, Goodbody/PL L.P. and Focused Fund (collectively, the "Funds"), and has sole voting and dispositive power over the shares of Common Stock held by the Funds. John W. Palmer and Richard J. Lashley, are Managing Members of PL Capital, PL Capital Advisors and Goodbody/PL LLC, and as Managing Members of PL Capital Advisors are deemed to share with PL Capital Advisors all voting and dispositive power over the shares of Common Stock held by the Funds. Albrnet OU and Mr. Smokler no longer hold any shares of Common Stock directly, and only hold shares of Common Stock indirectly through ownership of one or more of the Funds. Mr. Lashley is the Trustee of the Lashley Family 2011 Trust and has sole voting and dispositive power over the shares of Common Stock held by the Trust. Mr. Palmer holds shares of Common Stock in his own name over which he has sole voting and dispositive power. As the other parties identified above are not beneficial owners of the shares of Common Stock under Rule 13d-3 of the Exchange Act, for the reasons discussed above, they will no longer be reflected as "reporting persons" for this Schedule 13D.

The joint filing agreement of the Reporting Persons and the other parties to the Initial Schedule 13D is attached as Exhibit 1 to the Initial Schedule 13D, as filed with the SEC on February 14, 2013.

- (b) The principal business address of the Reporting Persons is 750 Eleventh Street South, Suite 202, Naples, FL 34102.
 - (c) The principal business of PL Capital Advisors is to serve as an investment manager or adviser to various investment partnerships and funds, including the Funds, and managed accounts (collectively, the "Clients"). The principal occupation of Messrs. Lashley and Palmer is investment management through their ownership and control over the affairs of PL Capital Advisors. PL Capital Advisors has sole voting and dispositive power over the Common Stock held by the Clients, which is deemed shared with the two Managing Members of PL Capital Advisors, and the Clients do not have the right to acquire voting or dispositive power over the Common Stock within sixty days.
 - (d)-(e) During the last five years, none of the Reporting Persons (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceedings was or is 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 violations with respect to such laws.
 - (f) Richard Lashley and John Palmer are citizens of the United States.
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Item 3. Source and Amount of Funds or Other Consideration

In aggregate, the Reporting Persons have voting and dispositive power over 987,549 shares of Common Stock of the Company acquired at an aggregate cost of \$8,470,495. The Clients hold 975,189 shares of Common Stock, Mr. Palmer holds 9,360 shares in his own name, including 1,525 shares that are held in an IRA, and the Lashley Family 2011 Trust holds 3,000 shares.

PL Capital Advisors does not own any shares of Common Stock directly but is deemed to beneficially own all of the shares of Common Stock held by the Clients. PL Capital Advisors disclaims beneficial ownership of such Common Stock, except to the extent of its pecuniary interest therein.

From time to time, the Reporting Persons may have purchased or held Common Stock on margin provided by BNP Paribas Prime Brokerage Inc. ("BNP Paribas") or Goldman Sachs & Co. ("Goldman Sachs") on such firms' usual terms and conditions. All or part of the shares of Common Stock owned by the Clients may from time to time be pledged with one or more banking institutions or brokerage firms as collateral for loans made by such entities to the Clients. Because other securities are held in the margin accounts, it is not possible to determine the amounts, if any, of margin used to purchase the common stock reported herein. Such indebtedness, if any, generally bears interest at a rate based upon the federal funds rate plus a margin. Such indebtedness, if any, may be refinanced with other banks or broker-dealers. Other than the foregoing margin arrangements, as of the date of this Schedule 13D, none of the Reporting Persons or accounts managed by the Reporting Persons have loans secured by Common Stock other than Financial Edge Strategic.

Item 4. Purpose of Transaction

This is the Reporting Persons' fifth amendment to the Initial Schedule 13D.

The Reporting Persons own 6.0% of the Company in the aggregate, based upon the Company's aggregate outstanding shares as of February 8, 2019. The Reporting Persons acquired the Common Stock because they believed the Common Stock was undervalued at the time of purchase.

On February 26, 2019, Mr. Palmer resigned as a member of the Board of Directors (the "Board") of BankFinancial. Mr. Palmer's resignation was submitted in connection with an agreement that contemplates the Company's repurchase of 700,000 shares of the Company's common stock held by the Reporting Persons, as described in more detail below.

In connection with the resignation described above, on February 26, 2019, the Company entered into a Stock Purchase Agreement with the Funds. Under the Stock Purchase Agreement, and subject to the terms and conditions set forth therein, the Funds agreed to sell to the Company 700,000 shares of the Company's common stock.

In addition, on February 26, 2019, the Company, on the one hand, and the Reporting Persons, the Funds, PL Capital, LLC, Goodbody/PL Capital, LLC, Lashley Family 2011 Trust, Albarnet OU, Dr. Irving Smokler, and Beth Lashley (collectively, the "PL Capital Parties"), on the other hand, entered into an Amendment to Restated Standstill Agreement (the "Amendment to the Standstill Agreement"). Pursuant to the Amendment to the Standstill Agreement, the Company is no longer obligated to appoint or nominate Mr. Palmer to serve as a Director of the Company, and the other contractual arrangements that are presently in place under the Restated Standstill Agreement, dated April 21, 2017, among the Company and the PL Capital Parties, will terminate effective December 31, 2019.

The foregoing summary of the Stock Purchase Agreement and the Amendment to the Standstill Agreement is not complete and is subject to, and qualified in its entirety by the text of the Stock Purchase

Agreement, attached as Exhibit 4 hereto, and the Amendment to the Standstill Agreement, attached as Exhibit 5 hereto, and said Exhibits are incorporated herein by reference. The Restated Standstill Agreement was previously filed as Exhibit 3 to Amendment 4 to the Initial Schedule 13D, as filed with the SEC on April 26, 2017.

Unless otherwise noted in this Schedule 13D, no Reporting Person 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. The Reporting Persons may, at any time and from time to time, review or reconsider their positions and formulate plans or proposals with respect thereto. The Reporting Persons may make further purchases of shares of Common Stock, although they have no present intention of increasing their aggregate holdings above 9.999% of the Company's outstanding Common Stock. The Reporting Persons may dispose of any or all the shares of Common Stock which they hold on behalf of the Clients.

Item 5. Interest in Securities of the Company

The percentages used in this Schedule 13D are calculated based upon the number of outstanding shares of Common Stock, 16,457,672, reported as the number of outstanding shares as of February 8, 2019, in the Company's Annual Report on Form 10-K, as filed with the SEC on February 11, 2019.

PL Capital Advisors is the investment advisor to the Clients, and has sole voting and dispositive power over the shares of Common Stock held by the Funds. Because Messrs. Palmer and Lashley are the Managing Members of PL Capital Advisors, the investment advisor to the Clients, they are deemed to share the voting and dispositive power over the shares of Common Stock managed by PL Capital Advisors on behalf of the Clients. Mr. Lashley is the Trustee of the Lashley Family 2011 Trust and has sole voting and dispositive power over the shares of Common Stock held by the Trust. Mr. Palmer holds shares of Common Stock in his own name over which he has sole voting and dispositive power.

PL Capital Advisors made transactions in the Common Stock on behalf of the Clients within the past 60 days as noted below. Messrs. Palmer and Lashley did not have any transactions in the Common Stock other than the transactions effected by PL Capital Advisors on behalf of the Clients.

PL Capital Advisors Transactions Common Stock

(a)-(b) See cover page.

(c) On behalf of the Clients, PL Capital Advisors made the following sales or purchases of Common Stock in the past sixty days:

Trade Date	Number of Shares Purchased (Sold)	Price Per Share	Where and How Transaction Effected
February 1, 2019	45,019 ⁽¹⁾	(1)	Private Transaction ⁽¹⁾
February 27, 2019	(700,000)	\$15.36	Private Transaction with the Company (see above regarding Stock Purchase Agreement)

(1) Dr. Smokler transferred the 45,019 shares he originally held through Albetnet OU to the Financial Edge Fund, LP as a capital contribution. The deemed price per share was \$15.00, the then current market price.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Company

PL Capital Advisors is the investment advisor to the Clients. Each of the Clients has granted to PL Capital Advisors the sole and exclusive authority to vote and dispose of the shares of Common Stock held on their behalf pursuant to a management agreement. PL Capital Advisors is entitled to a fee for managing and advising these Clients, generally based upon a percentage of the Clients' capital. Affiliates of PL Capital Advisors, including PL Capital, LLC and Goodbody/PL Capital LLC, serve as the general partner of various partnerships managed and advised by PL Capital Advisors, including the Funds. For serving as the general partner of these partnerships, PL Capital Advisors' affiliates are entitled to an allocation of a portion of net profits, if any, generated by the partnerships.

Item 7. Material to be Filed as Exhibits

<u>Exhibit No.</u>	<u>Description</u>
1	Joint Filing Agreement*
2	Standstill Agreement*
3	Restated Standstill Agreement*
4	Stock Purchase Agreement – Filed Herewith
5	Amendment to Restated Standstill Agreement – Filed Herewith

*Previously filed.

SIGNATURES

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

Dated: February 28, 2019

FINANCIAL EDGE FUND, L.P.

By: PL CAPITAL, LLC
General Partner

By: /s/ John W. Palmer /s/ Richard J. Lashley
John W. Palmer Richard J. Lashley
Managing Member Managing Member

FINANCIAL EDGE-STRATEGIC FUND, L.P.

By: PL CAPITAL, LLC
General Partner

By: /s/ John W. Palmer /s/ Richard J. Lashley
John W. Palmer Richard J. Lashley
Managing Member Managing Member

PL CAPITAL/FOCUSED FUND, L.P.

By: PL CAPITAL, LLC
General Partner

By: /s/ John W. Palmer /s/ Richard J. Lashley
John W. Palmer Richard J. Lashley
Managing Member Managing Member

GOODBODY/PL CAPITAL, L.P.

By: GOODBODY/PL CAPITAL, LLC
General Partner

By: /s/ John W. Palmer /s/ Richard J. Lashley
John W. Palmer Richard J. Lashley
Managing Member Managing Member

GOODBODY/PL CAPITAL, LLC

By: /s/ John W. Palmer /s/ Richard J. Lashley
John W. Palmer Richard J. Lashley
Managing Member Managing Member

PL CAPITAL ADVISORS, LLC

By: /s/ John W. Palmer /s/ Richard J. Lashley
John W. Palmer Richard J. Lashley
Managing Member Managing Member

PL CAPITAL, LLC

By: /s/ John W. Palmer /s/ Richard J. Lashley
John W. Palmer Richard J. Lashley
Managing Member Managing Member

LASHLEY FAMILY 2011 TRUST

By: /s/ Beth Lashley
Beth Lashley
Trustee

ALBERNET OU

By: /s/ Dr. Irving Smokler
Dr. Irving Smokler

By: /s/ John W. Palmer
John W. Palmer

By: /s/ Richard J. Lashley
Richard J. Lashley

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made as of February 26, 2019, by and among (i) FINANCIAL EDGE FUND, L.P., FINANCIAL EDGE - STRATEGIC FUND, L.P., PL CAPITAL/FOCUSED FUND, L.P., and GOODBODY/PL CAPITAL, L.P., (individually, each a "Seller" and collectively, the "Sellers"), and (ii) BANKFINANCIAL CORPORATION, a Maryland corporation (the "Company").

WHEREAS, each Seller desires to sell to the Company the number of shares reflected on Schedule A to this Agreement, and the Company desires to purchase collectively from the Sellers, an aggregate of 700,000 shares (the "Shares") of common stock, \$0.01 par value (the "Common Stock"), of the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Sale of Shares and Closing.

(a) Sale of the Shares. At the Closing (as defined below), each Seller hereby agrees to sell to the Company, and the Company hereby agrees to purchase from each such Seller, the Shares of Company Common Stock listed opposite such Seller's name on Schedule A, for a price per share equal to 99.5% of the per share volume weighted average price of the Company Common Stock on NASDAQ from 9:30 a.m. to 4:00 p.m., Eastern Time, on the five (5) trading days ending at the close of trading on the business day prior to the Closing Date (as defined below) as found on Bloomberg page BFINVWAP (or its equivalent successor page if such page is not available), which price shall represent the full purchase price for the Shares (the "Purchase Price"). The parties hereto agree that the payment of the Purchase Price shall be in full satisfaction of any and all obligations owed by the Company with respect to the Shares, and the Company shall purchase from the Sellers, all of the right, title, and interest of the Sellers in and to the Shares.

(b) Deliveries by the Company. As a condition to, and at the Closing, the Company shall deliver to each Seller the Purchase Price for the Shares of Company Common Stock listed opposite such Seller's name on Schedule A by wire transfer of immediately available funds to a bank account designated by such Seller.

(c) Deliveries by the Sellers. Concurrently with the execution hereof, the Sellers shall deliver such documents relating to the transactions contemplated by this Agreement as the Company or its counsel may reasonably request including (i) a resignation executed by John W. Palmer pursuant to which Mr. Palmer resigns from the Board of Directors of the Company and each subsidiary of the Company, (ii) an amendment to the Restated Standstill Agreement executed by all the parties to the Restated Standstill Agreement dated April 21, 2017 (other than the Company) in a form acceptable to the Company and (iii) the Shares with all documents and instructions required to transfer the Shares to the Company.

Section 2. The Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of the Company in Burr Ridge, Illinois on February 28, 2019, or at such other place or on such other date as may be mutually agreeable to the Sellers and the Company (the "Closing Date").

Section 3. Representations and Warranties of the Sellers. Each Seller hereby individually represents and warrants to the Company that:

(a) Ownership. The Seller is the lawful beneficial owner of the shares of Company Common Stock listed opposite such Seller's name on Schedule A, free and clear of all security interests, claims, liens, pledges, options, encumbrances, charges, agreements, voting trusts, proxies, and other arrangements or restrictions whatsoever ("Encumbrances"). Immediately following the sale of the Shares of the Company pursuant to this Agreement, the Seller will no longer have any rights, title, interest or other claims relating to the Shares of Company Common Stock listed opposite such Seller's name on Schedule A.

(b) Authorization; No Breach. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby to which the Seller is a party have been duly authorized by such Seller. This Agreement and all other agreements contemplated hereby each constitutes a valid and binding obligation of the Seller, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and limitations on the availability of equitable remedies. The execution and delivery by the Seller of this Agreement and all other agreements contemplated hereby to which the Seller is a party, and the fulfillment of and compliance with the respective terms hereof and thereof by the Seller, does not and shall not conflict with or result in a breach of the terms, conditions or provisions of, or require any authorization, consent, approval, exemption or other action by or notice to any court or administrative or governmental body pursuant to, its organizational documents or any material law, statute, rule or regulation to which the Seller is subject, or any material agreement, instrument, order, judgment or decree to which the Seller is subject, except where any such condition would not adversely affect its ability to perform its obligations hereunder. The Seller has full right, power and authority to sell, assign, transfer and deliver the Shares of Company Common Stock to be sold by such Seller hereunder.

(c) Access to Information; Sophistication. The Seller (i) is familiar with the business and financial condition, properties, operations and prospects of the Company and has had the opportunity to review the periodic and current reports filed with the United States Securities and Exchange Commission by the Company, (ii) has had access to such other information, documents and materials concerning the Company, including information available to John W. Palmer in his capacity as a director of the Company, to enable the Seller to form an independent judgment regarding the advisability of the sale of the Shares on the terms and conditions contained herein and (iii) has had such time as the Seller deems necessary and appropriate to review and analyze such filings, information, documents and other materials to enable it to form such independent judgment. The Seller's knowledge and experience in financial and business matters (including the experience of such Seller in making numerous investments in banks, bank holding companies and other financial institutions) is such that the Seller is capable of evaluating the merits and risks of the Seller's sale of the Shares of Company Common Stock listed opposite such Seller's name on Schedule A. The Seller has carefully reviewed the terms and provisions of this Agreement and has evaluated its rights and obligations contained herein and is hereby voluntarily assuming the risks relating to the transactions contemplated hereby. The Seller has made its own decision concerning the sale of the Shares of Company Common Stock listed opposite such Seller's name on Schedule A without reliance on any representation or warranty of, or advice from, the Company (except as provided in Section 4 below) or any of its affiliates.

(d) Material Non-Public Information. The Seller acknowledges and understands that the Company may be deemed to be in possession of material non-public information regarding the Company not known to the Seller which may significantly impact the value of the Shares. The Seller understands, based on its experience, the disadvantage to which the Seller is subject due to the potential for disparity of information between the Seller and the Company. Notwithstanding such potential disparity, the Seller has deemed it appropriate to enter into this Agreement and to consummate the sale of the Shares of Company Common Stock listed opposite such Seller's name on Schedule A. The Seller agrees that none of the Company, its affiliates, principals, equityholders, employees and agents shall have any liability to the Seller or its affiliates, principals, equityholders, employees or agents, whatsoever due to or in connection with any potential use of non-public information or otherwise as a result of the sale of the Shares, and the Seller hereby irrevocably waives and releases any claim that it might have based on the failure of the Company to disclose any such information, whether under applicable securities laws or otherwise.

(e) Rule 144 Compliance. Each Seller that is or at any time in the last three months has been an “affiliate” of the Company for purposes of Rule 144 under the Securities Act of 1933, as amended (the “Securities Act”), shall only sell or dispose of shares of Common Stock of the Company in accordance with Rule 144(b)(2), or other applicable exemption from registration under the Securities Act, until a period of at least three months shall have elapsed since the termination of such Seller’s status as an affiliate of the Company.

Section 4. Representations and Warranties of the Company. The Company hereby represents and warrants to the Sellers that:

(a) Authorization; No Breach. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby to which the Company is a party have been duly authorized by the Company. With respect to the purchase of Shares from any Seller subject to Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act,”), the board of directors of the Company has approved such purchase in a manner intended to exempt such purchase from Section 16(b) of the Exchange Act by virtue of Rule 16b-3 thereunder. This Agreement and all other agreements contemplated hereby each constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and limitations on the availability of equitable remedies. The execution and delivery by the Company of this Agreement and all other agreements contemplated hereby to which the Company is a party, and the fulfillment of and compliance with the respective terms hereof and thereof by the Company, do not and shall not conflict with or result in a breach of the terms, conditions or provisions of, or require any authorization, consent, approval, exemption or other action by or notice to any court or administrative or governmental body pursuant to, its operating agreement or any material law, statute, rule or regulation to which the Company is subject, or any material agreement, instrument, order, judgment or decree to which the Company is subject, except where any such condition would not adversely affect its ability to perform its obligations hereunder.

Section 5. General Provisions.

(a) Survival of Representations. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, regardless of any investigation made by a party or on its behalf.

(b) Public Announcements. Except as required by applicable law or by mutual agreement of the parties hereto, no Seller shall make or permit any of its affiliates or representatives to make any public announcement with respect of this Agreement or the transactions contemplated hereby.

(c) Further Assurances. Each Seller shall execute and deliver to the Company, or shall cause to be executed and delivered to the Company, such additional instruments or documents, and shall take or cause to be taken such other action, as the Company may reasonably request from time to time after the Closing for the purpose of giving effect to the transactions contemplated hereby.

(d) Expenses. Each party will pay its own costs and expenses (including attorneys' fees and expenses) incurred in connection with the preparation, negotiation and consummation of this Agreement and the transactions contemplated hereby.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) Counterparts. This Agreement may be executed simultaneously in any number of counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

(g) Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by any of the parties hereto and their respective successors and assigns.

(h) Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The use of the word "including" in this Agreement shall be by way of example rather than by limitation.

(i) Choice of Law. The corporate law of the State of Maryland will govern all questions concerning the relative rights of the Company and its stockholders. All other questions concerning the construction, validity and interpretation of this Agreement and the exhibits hereto will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(j) Waiver of Trial By Jury. Each of the parties to this Agreement irrevocably and unconditionally waives the right to a trial by jury in any action, suit or proceeding arising out of, connected with or relating to this Agreement, the matters contemplated hereby, or the actions of the parties in the negotiation, administration, performance or enforcement of this Agreement.

(k) Remedies. Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including attorneys' fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party in its sole discretion may apply to any court of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

(l) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BANKFINANCIAL CORPORATION

By: /s/ F. Morgan Gasior
Name: F. Morgan Gasior
Chairman and Chief Executive Officer

Signature Page to Stock Purchase Agreement

**FINANCIAL EDGE FUND, L.P.
FINANCIAL EDGE - STRATEGIC FUND, L.P.
PL CAPITAL/FOCUSED FUND, L.P.
GOODBODY/PL CAPITAL, L.P.**

By: /s/ Richard J. Lashley
Name: Richard J. Lashley
Managing Member

By: /s/ John W. Palmer
Name: John W. Palmer
Managing Member

Signature Page to Stock Purchase Agreement

SCHEDULE A

	NAME OF SELLER	SHARES (#)	PAYMENT INSTRUCTIONS
1.	FINANCIAL EDGE FUND, L.P.	381,000	Provided separately.
2.	FINANCIAL EDGE - STRATEGIC FUND, L.P.	149,000	Provided separately.
3.	PL CAPITAL/FOCUSED FUND, L.P.	65,000	Provided separately.
4.	GOODBODY/PL CAPITAL, L.P.	105,000	Provided separately.

AMENDMENT TO
RESTATED STANDSTILL AGREEMENT

This AMENDMENT TO RESTATED STANDSTILL AGREEMENT (this “Amendment”) is made as of February 26, 2019, by and among BANKFINANCIAL CORPORATION, a Maryland corporation (“BFIN”), on the one hand, and FINANCIAL EDGE FUND, L.P., FINANCIAL EDGE - STRATEGIC FUND, L.P., PL CAPITAL/FOCUSED FUND, L.P., GOODBODY/PL CAPITAL, L.P., PL CAPITAL, LLC, PL CAPITAL ADVISORS, LLC, GOODBODY/PL CAPITAL, LLC, LASHLEY FAMILY 2011 TRUST, ALBERNET OU, DR. IRVING SMOKLER, BETH LASHLEY, JOHN W. PALMER and RICHARD J. LASHLEY (collectively, the “PL Capital Parties”) on behalf of themselves and their affiliates, on the other hand. BFIN and the PL Capital Parties together, collectively, shall be referred to in this Amendment as the “Parties”.

RECITAL:

The Parties desire to amend the terms of that certain Restated Standstill Agreement dated April 21, 2017, entered into by and among the Parties (the “2017 Restated Agreement”) in connection with certain other actions that will be undertaken by the Parties including (i) the resignation of John W. Palmer from the Board of Directors of BFIN and from any other board or committee positions that Mr. Palmer may have with BFIN or any subsidiary of BFIN and (ii) the repurchase by BFIN of 700,000 shares of common stock, par value \$0.01 per share, of BFIN in accordance with the terms of a Stock Purchase Agreement by and among the Parties dated the date hereof.

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:

AGREEMENT:

1. Definitions. Terms defined in the 2017 Restated Agreement which are used herein shall have the same meanings as are set forth in the 2017 Restated Agreement for such terms unless otherwise defined herein.

2. Amendments to the 2017 Restated Agreement.

(i) Section 1 of the 2017 Restated Agreement shall be deleted in its entirety. As a result, BFIN shall no longer have any obligation (a) to appoint, nominate or facilitate the election of Mr. Palmer or any other representative of the PL Capital Parties to the Board of Directors of BFIN, (b) to appoint Mr. Palmer to committees of the BFIN Board of Directors, (c) to meet with Mr. Palmer following the filing of the BFIN’s annual report on Form 10-K, (d) to cause the Bank to continue to provide Mr. Palmer electronic access to each “Meeting Book” and the related meeting materials that are published to the Bank’s “NASDAQ Director’s Desk” site or (e) to provide Mr. Palmer any compensation.

(ii) Section 2(iv) of the 2017 Restated Agreement shall be deleted in its entirety and be replaced with the following:

“(iv) The “Standstill Period” shall begin on the date hereof [the date of the 2017 Restated Agreement] and shall remain in full force and effect until December 31, 2019.”

3. References.

(i) On and after the date hereof, (a) each reference in the 2017 Restated Agreement to “this Agreement,” “hereunder,” “hereof,” “herein,” or words of like import shall mean and be a reference to the 2017 Restated Agreement as amended hereby, and (b) each reference to the 2017 Restated Agreement in any other document binding on BFIN or the PL Capital Parties shall mean and be a reference to the 2017 Restated Agreement as amended hereby

(ii) Except as otherwise provided herein, the 2017 Restated Agreement, all covenants, representations and warranties made therein, shall remain in full force and effect for the term of the 2017 Restated Agreement as hereby amended, and are hereby reaffirmed, ratified and confirmed. Additionally, the execution, delivery and effectiveness of this Amendment shall not (a) except as specifically stated herein, amend the 2017 Restated Agreement or (b) operate as a waiver of any right, power or remedy of BFIN.

(iii) Each PL Capital Party acknowledges and agrees that as of the date hereof, no PL Capital Party has any defenses or claims under the 2017 Restated Agreement.

4. Authority. Each of the Parties that is a corporation or other legal entity and each individual Party executing this Amendment 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 Amendment; (b) the execution, delivery and performance of the terms of this Amendment 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 Amendment constitutes a legal, binding and valid obligation of each such entity, enforceable in accordance with its terms.

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

6. Amendment in Writing. This Amendment 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.

7. Governing Law/Venue/Jurisdiction. This Amendment, 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 Amendment shall be in the U.S. District Court for the District of Maryland.

8. Specific Performance. The Parties agree that irreparable damage would occur if any of the provisions of this Amendment 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.

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

10. No Waiver. The failure of any one of the Parties to insist upon strict adherence to any term of this Amendment 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 Amendment.

11. Further Assurances. The PL Capital 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 Amendment.

12. 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 PAGES FOLLOW]

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

BANKFINANCIAL CORPORATION

By: /s/ F. Morgan Gasior
Name: F. Morgan Gasior
Chairman and Chief Executive Officer

**FINANCIAL EDGE FUND, L.P.
FINANCIAL EDGE - STRATEGIC FUND, L.P.
PL CAPITAL/FOCUSED FUND, L.P.
GOODBODY/PL CAPITAL, L.P.
PL CAPITAL, LLC
PL CAPITAL ADVISORS, LLC
GOODBODY/PL CAPITAL, LLC**

By: /s/ Richard J. Lashley
Name: Richard J. Lashley
Managing Member

By: /s/ John W. Palmer
Name: John W. Palmer
Managing Member

LASHLEY FAMILY 2011 TRUST

By: /s/ Beth Lashley
Name: Beth Lashley, Trustee

ALBERNET OU

By: /s/ John W. Palmer
Name: John W. Palmer,
Authorized Signatory

DR. IRVING SMOKLER

/s/ John W. Palmer
By: John W. Palmer, Attorney-in-Fact

BETH LASHLEY

/s/ Beth Lashley
Beth Lashley

JOHN W. PALMER

/s/ John W. Palmer
John W. Palmer

RICHARD J. LASHLEY

/s/ Richard J. Lashley
Richard J. Lashley