

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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2022

OR

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

For the transition period from ____ to ____.

Commission file number 001-38676

BANK FIRST CORPORATION

(Exact name of registrant as specified in its charter)

Wisconsin
(State or other jurisdiction of
incorporation or organization)

402 North 8th Street
Manitowoc, Wisconsin
(Address of principal
executive offices)

54220
(Zip Code)

39-1435359
(I.R.S. Employer
Identification No.)

(920) 652-3100
Registrant's telephone number,
including area code

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

Title of each class	Trading symbol	Name of each exchange on which registered
Common Stock, \$0.01 par value	BFC	The Nasdaq Stock Market LLC

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

Indicate by check mark if the registrant 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 whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

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

Large accelerated filer ☐

Accelerated filer ☒

Non-accelerated filer ☐

Smaller reporting company ☐

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

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

As of June 30, 2022, the last business day of the Registrant's most recently completed second fiscal quarter, the aggregate market value of the Registrant's common stock held by non-affiliates of the registrant was \$527 million, based on the closing sales price of \$75.81 per share as reported on the Nasdaq Capital Market.

As of March 10, 2023, 10,481,350 shares of common stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the information required by Part III of this Annual Report are incorporated by reference from the Registrant's definitive Proxy Statement for the 2023 annual meeting of shareholders to be filed with Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year covered by this Annual Report.

BANK FIRST CORPORATION

TABLE OF CONTENTS

	PAGE
PART I	6
Item 1. Business	6
Item 1A. Risk Factors	22
Item 1B. Unresolved Staff Comments	37
Item 2. Properties	38
Item 3. Legal Proceedings	38
Item 4. Mine Safety Disclosures	38
PART II	39
Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	39
Item 6. Reserved	40
Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations	41
Item 7A. Quantitative and Qualitative Disclosures about Market Risk	66
Item 8. Financial Statements and Supplementary Data	68
Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	112
Item 9A. Controls and Procedures	112
Item 9B. Other Information	113
Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	113
PART III	114
Item 10. Directors, Executive Officers and Corporate Governance	114
Item 11. Executive Compensation	114
Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	114
Item 13. Certain Relationships and Related Transactions, and Director Independence	114
Item 14. Principal Accounting Fees and Services	114
PART IV	115
Item 15. Exhibits, Financial Statement Schedules	115
Item 16. Form 10-K Summary	116
Signatures	117

[Table of Contents](#)

In this Annual Report on Form 10-K (this “Annual Report”), references to “we,” “our,” “us,” “Bank First” or “the Company” refer to Bank First Corporation, a Wisconsin corporation, and our wholly-owned banking subsidiary, Bank First, N.A., a national banking association, unless otherwise indicated or the context otherwise requires. References to “Bank” refer to Bank First, N.A., our wholly-owned banking subsidiary.

Cautionary Note Regarding Forward-Looking Statements

Certain statements contained in this Annual Report are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). These forward-looking statements include statements relating to our projected growth, anticipated future financial performance, financial condition, credit quality and management’s long-term performance goals, as well as statements relating to the anticipated effects on our business, financial condition and results of operations from expected developments or events, our business, growth and strategies. These statements, which are based on certain assumptions and estimates and describe our future plans, results, strategies and expectations, can generally be identified by the use of the words and phrases “may,” “will,” “should,” “could,” “would,” “goal,” “plan,” “potential,” “estimate,” “project,” “believe,” “intend,” “anticipate,” “expect,” “target,” “aim,” “predict,” “continue,” “seek,” “projection” and other variations of such words and phrases and similar expressions.

These forward-looking statements are not historical facts, and are based upon current expectations, estimates and projections about our industry, management’s beliefs and certain assumptions made by management, many of which, by their nature, are inherently uncertain and beyond our control. The inclusion of these forward-looking statements should not be regarded as a representation by us or any other person that such expectations, estimates and projections will be achieved. Accordingly, we caution you that any such forward-looking statements are not guarantees of future performance and are subject to risks, assumptions and uncertainties that are difficult to predict and that are beyond our control. Although we believe that the expectations reflected in these forward-looking statements are reasonable as of the date of this Annual Report, actual results may prove to be materially different from the results expressed or implied by the forward-looking statements. There are or will be important factors that could cause our actual results to differ materially from those indicated in these forward-looking statements, including, but not limited to, the following:

- the impact of current and future economic and market conditions generally (including seasonality) and in the financial services industry, nationally and within our primary market areas (particularly Wisconsin), including the effects of inflationary pressures, changes in interest rates, slowdowns in economic growth, and the potential for high unemployment rates, as well as the financial stress on borrowers and changes to customer and client behavior (including the velocity of loan repayment) and credit risk as a result of the foregoing;
- the risks of changes in interest rates on the level and composition of deposits (as well as the cost of, and competition for, deposits), loan demand, liquidity and the values of loan collateral, securities and market fluctuations, and interest rate sensitive assets and liabilities;
- concentration of our loan portfolio in real estate loans and changes in the prices, values and sales volumes of commercial and residential real estate;
- weakness in the real estate market, including the secondary residential mortgage market, which can affect, among other things, the value of collateral securing mortgage loans, mortgage loan originations and delinquencies, profits on sales of mortgage loans, and the value of mortgage servicing rights;
- the concentration of our business within our geographic areas of operation in Wisconsin;
- governmental monetary and fiscal policies, including interest rate policies of the Board of Governors of the Federal Reserve, as well as legislative, tax and regulatory changes, including those that impact the money supply and inflation and the possibility that the U.S. could default on its debt obligations;
- the risk that a future economic downturn and contraction could have a material adverse effect on our capital, financial condition, credit quality, results of operations and future growth;
- credit and lending risks associated with our commercial real estate, commercial and industrial, and construction and development portfolios;
- disruptions to the credit and financial markets, either nationally or globally;
- uncertainty related to the transition away from the London Inter-bank Offered Rate (“LIBOR”);

[Table of Contents](#)

- increased competition in the banking and mortgage banking industry, nationally, regionally or locally;
- our ability to execute our business strategy to achieve profitable growth;
- the dependence of our operating model on our ability to attract and retain experienced and talented bankers in each of our markets;
- risks that our cost of funding could increase, in the event we are unable to continue to attract stable and cost-efficient deposits;
- our ability to maintain our operating efficiency;
- failure to keep pace with technological change or difficulties when implementing new technologies;
- our ability to attract and maintain business banking relationships with well-qualified businesses, real estate developers and investors with proven track records in our market areas;
- our ability to attract sufficient loans that meet prudent credit standards, including in our commercial and industrial and owner-occupied commercial real estate loan categories;
- failure to maintain adequate liquidity and regulatory capital and comply with evolving federal and state banking regulations;
- inability of our risk management framework to effectively mitigate credit risk, interest rate risk, liquidity risk, price risk, compliance risk, operational risk, strategic risk and reputational risk;
- failure to develop new, and grow our existing, streams of noninterest income;
- our ability to oversee the performance of third-party service providers that provide material services to our business;
- our ability to maintain expenses in line with current projections;
- our dependence on our management team and our ability to motivate and retain our management team;
- our ability to attract and retain qualified employees;
- risks related to any future acquisitions, including failure to realize anticipated benefits from future acquisitions;
- the timing, anticipated benefits and financial impact of the acquisitions of Denmark Bancshares, Inc. ("Denmark") and Hometown Bancorp, Ltd. ("Hometown");
- inability to find acquisition candidates that will be accretive to our financial condition and results of operations;
- system failures, data security breaches, including as a result of cyberattacks, or failures to prevent breaches of our network security or that of our data processing subsidiary, UFS, LLC;
- data processing system failures and errors;
- fraudulent and negligent acts by our clients, employees or vendors;
- our financial reporting controls and procedures' ability to prevent or detect all errors or fraud;
- our ability to identify and address potential cybersecurity risks, including data security breaches, credential stuffing, malware, "denial-of-service" attacks, "hacking" and identify theft, a failure of which could disrupt our business and result in the disclosure of and/or misuse or misappropriation of confidential or proprietary information, disruption or damage to our systems, increased costs, losses, or adverse effects to our reputation;
- fluctuations in the market value and its impact in the securities held in our securities portfolio;
- the adequacy of our reserves and the appropriateness of our methodology for calculating such reserves, including the implementation of the Current Expected Credit Losses ("CECL") model;
- increased loan losses or impairment of goodwill and other intangibles;
- the makeup of our asset mix and investments;

[Table of Contents](#)

- our focus on small and mid-sized businesses;
- an inability to raise necessary capital to fund our growth strategy, operations or to meet increased minimum regulatory capital levels;
- the sufficiency of our capital, including sources of such capital and the extent to which capital may be used or required;
- the institution and outcome of litigation and other legal proceeding against us or to which we become subject;
- changes in our accounting standards;
- the impact of recent and future legislative and regulatory changes;
- examinations by our regulatory authorities;
- changes in the scope and cost of Federal Deposit Insurance Corporation (“FDIC”) insurance and other coverage;
- political instability, acts of God, or of war or terrorism, natural disasters, including in the Company’s footprint, health emergencies, epidemics or pandemics, or other catastrophic events that may affect general economic conditions;
- the ongoing impact of the COVID-19 pandemic;
- risks related to environmental, social and governance (“ESG”) strategies and initiatives, the scope and pace of which could alter Bank First’s reputation and shareholder, associate, customer and third-party affiliations; and
- other factors and risks described under the “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” sections herein.

The foregoing factors should not be construed as exhaustive and should be read in conjunction with the sections entitled “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in this Annual Report. If one or more events related to these or other risks or uncertainties materialize, or if our underlying assumptions prove to be incorrect, actual results may differ materially from our forward-looking statements. Accordingly, you should not place undue reliance on any such forward-looking statements. Any forward-looking statement speaks only as of the date of this Annual Report, and we do not undertake any obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as required by law. New risks and uncertainties may emerge from time to time, and it is not possible for us to predict their occurrence or how they will affect us.

PART I

ITEM 1. BUSINESS

General Overview

Bank First Corporation is a Wisconsin corporation that was organized in April 1982 to serve as the holding company for Bank First, N.A., a national banking association founded in 1894. The Bank is a wholly-owned subsidiary of the Company. The Company and the Bank are headquartered in Manitowoc, Wisconsin, and the Bank is a member of the Board of Governors of the Federal Reserve System (the “Federal Reserve”) and regulated by the Office of the Comptroller of the Currency (the “OCC”). The Bank has twenty-eight (28) offices, including its headquarters, in Brown, Columbia, Dane, Fond du Lac, Jefferson, Manitowoc, Monroe, Outagamie, Ozaukee, Shawano, Sheboygan, Waupaca, Waushara, and Winnebago counties in the State of Wisconsin. We serve businesses, professionals and consumers with a wide variety of financial services, including retail and commercial banking. Some of the products that we offer include checking accounts, savings accounts, money market accounts, cash management accounts, certificates of deposit, commercial and industrial loans, commercial real estate loans, construction and development loans, residential mortgages, consumer loans, credit cards, online banking, telephone banking and mobile banking.

The Bank has four subsidiaries: UFS, LLC (“UFS”), Bank First Investments, Inc., TVG Holdings, Inc. (“TVG”) and BFC Title, LLC. UFS is a Wisconsin limited liability company organized in 2014, in which the Bank is a 49.8% member. UFS provides core data processing, endpoint management, cloud services, cyber security, and digital banking solutions to the Bank and many other community banks in and around Wisconsin. Bank First Investments, Inc. is a Wisconsin corporation organized in 2011, and is wholly-owned by the Bank. Bank First Investments, Inc.’s purpose is to provide investment and safekeeping services to the Bank. TVG is a Wisconsin corporation organized in 2009. It is a wholly-owned subsidiary of the Bank, and its purpose is to hold the Bank’s 40% ownership interest in Ansay & Associates, LLC (“Ansay”). Ansay is one of the nation’s largest independent insurance providers, and the Bank’s minority ownership of Ansay allows the Bank to provide diversified services to our customers without the risk and expense of an in-house insurance department. BFC Title, LLC is a Wisconsin limited liability company organized in 2020. It is a wholly-owned subsidiary of the Bank, and its purpose is to hold the Bank’s 5.88% ownership interest in Generations Title, LLC, a Wisconsin title company. Aside from the Bank, the Company also has another wholly-owned subsidiary, Veritas Asset Holdings, LLC, a troubled asset liquidation company.

As of December 31, 2022, we had total consolidated assets of \$3.66 billion, total loans of \$2.89 billion, total deposits of \$3.06 billion and total stockholders’ equity of \$453.1 million. The Bank employs approximately 382 full-time equivalent employees (“FTE”), and has an assets-to-FTE ratio of approximately \$10.9 million. For more information, see the Bank’s website at www.bankfirst.com.

Recent acquisitions

Tomah Bancshares, Inc.

On May 15, 2020, the Company completed a merger with Tomah Bancshares, Inc. (“Timberwood”), a bank holding company headquartered in Tomah, Wisconsin, pursuant to the Agreement and Plan of Bank Merger, dated as of November 20, 2019, by and between the Company and Timberwood, whereby Timberwood merged with and into the Company, and Timberwood Bank, Timberwood’s wholly-owned banking subsidiary, merged with and into the Bank. Timberwood’s principal activity was the ownership and operation of Timberwood Bank, a state-chartered banking institution that operated one (1) branch in Wisconsin at the time of closing. The merger consideration totaled approximately \$29.8 million.

Pursuant to the terms of the merger agreement, Timberwood shareholders received 5.1445 shares of the Company’s common stock for each outstanding share of Timberwood common stock, and cash in lieu of any remaining fractional share. Company stock issued totaled 575,641 shares valued at approximately \$29.4 million, with cash of \$0.4 million comprising the remainder of merger consideration.

Denmark Bancshares, Inc.

[Table of Contents](#)

On August 12, 2022, the Company completed a merger with Denmark Bancshares, Inc. ("Denmark"), a bank holding company headquartered in Denmark, Wisconsin, pursuant to the Agreement and Plan of Bank Merger, dated as of January 18, 2022, by and between the Company and Denmark, whereby Denmark merged with and into the Company, and Denmark State Bank, Denmark's wholly-owned banking subsidiary, merged with and into the Bank. Denmark's principal activity was the ownership and operation of Denmark State Bank, a state-chartered banking institution that operated seven (7) branches in Wisconsin at the time of closing. The merger consideration totaled approximately \$128.8 million.

Pursuant to the terms of the merger agreement, Denmark shareholders could elect to receive either 0.5276 of a share of the Company's common stock or \$38.10 in cash for each outstanding share of Denmark common stock, subject to a maximum of 20% cash consideration in total, and cash in lieu of any remaining fractional share. Company stock issued totaled 1,579,530 shares valued at approximately \$124.8 million, with cash of \$4.0 million comprising the remainder of merger consideration.

Hometown Bancorp, Ltd.

On February 10, 2023, the Company completed a merger with Hometown Bancorp, Ltd. ("Hometown"), a bank holding company headquartered in Fond Du Lac, Wisconsin, pursuant to the Agreement and Plan of Bank Merger, dated as of July 25, 2022, by and between the Company and Hometown, whereby Hometown merged with and into the Company, and Hometown Bank, Hometown's wholly-owned banking subsidiary, merged with and into the Bank. Hometown's principal activity was the ownership and operation of Hometown Bank, a state-chartered banking institution that operated ten (10) branches in Wisconsin at the time of closing. The merger consideration totaled approximately \$130.5 million.

Pursuant to the terms of the merger agreement, Hometown shareholders could elect to receive either 0.3962 of a share of the Company's common stock or \$29.16 in cash for each outstanding share of Hometown common stock, subject to a maximum of 30% cash consideration in total, and cash in lieu of any remaining fractional share. Company stock issued totaled 1,450,272 shares valued at approximately \$115.1 million, with cash of \$15.4 million comprising the remainder of merger consideration. At close, the combined company had total assets of approximately \$4.2 billion, loans of approximately \$3.3 billion and deposits of approximately \$3.5 billion. These values are based on initial fair value estimates and are subject to change.

The Company accounts for these transactions under the acquisition method of accounting, and thus, the financial position and results of operations of acquired institutions prior to the consummation date are not included in the accompanying consolidated financial statements. The acquisition method of accounting requires assets purchased and liabilities assumed to be recorded at their respective fair values at the date of acquisition. The Company determines the fair value of core deposit intangibles, securities, premises and equipment, loans, other assets and liabilities, deposits and borrowings with the assistance of third party valuations, appraisals, and third party advisors. The estimated fair values are subject to refinement for up to one year after deal consummation as additional information becomes available relative to the closing date fair values.

Strategic Plan

The Bank is a relationship-based community bank focused on providing innovative solutions that are value driven to the communities we serve. The Bank's culture celebrates diversity, creativity, and responsiveness, with the highest ethical standards. Employees are supported and encouraged to develop their careers. They are empowered with the tools to be successful and are held accountable for the results they deliver to our customers and shareholders. We maintain a strong credit culture as a foundation of sound asset quality. The Bank's vision is to sustain its independence by remaining a top-performing provider of financial services in Wisconsin. The Bank focuses on creating value for its customers and shareholders by forging strong relationships and offering personalized and innovative solutions. Bank First is focused on building a culture which encourages, supports and celebrates diversity and inclusion for our employees, customers and communities. This collaboration fuels a stronger foundation for innovation and connects us to our communities.

[Table of Contents](#)

Our strategic priorities are organized around the CAMELS ratings, including Capital, Asset Quality, Management, Earnings, Liquidity, and Sensitivity to Market Risk. We have also added a sixth category to prioritize our strategic goals surrounding Information Technology. Under the heading of Capital, our priorities include (i) growing capital through strong earnings, and (ii) assessing and monitoring short and long-term capital goals. Under the heading of Asset Quality, our top priority is maintaining a strong credit culture. Under the heading of Management, our priorities are (i) to review and reassess our organizational structure, and (ii) to sustain and build upon employee engagement. Under the Earnings heading, our priorities include (i) growing and strengthening relationships, (ii) exploring and evaluating current and alternative revenue sources, and (iii) evaluating and pursuing prudent acquisitions. Under the Liquidity heading, our priorities are to (i) ensure that liquidity levels are adequate for anticipated needs, and (ii) maintain a relationship-centric customer portfolio. Under the heading of Sensitivity to Market Risk, our priorities include (i) minimizing optionality, and (ii) maintaining rate neutrality. Finally, under the heading of Information Technology, our strategic priorities include (i) advancing our digital strategy to match internal and external customer expectations, (ii) enhancing the flexibility in our core environment, (iii) monitoring the current cybersecurity environment, and (iii) training employees on cybersecurity risk and prudent responses.

Market Area

Bank First is a full-service community bank, offering business and retail products and services in communities throughout Wisconsin. Our branches are located in Brown, Jefferson, Manitowoc, Monroe, Outagamie, Ozaukee, Shawano, Sheboygan, Waupaca, and Winnebago counties. With the closing of the merger with Hometown on February 10, 2023, we also entered Columbia, Dane, Fond du Lac, and Waushara counties. Our main office is located at 402 N. 8th Street, Manitowoc, Wisconsin. We also recently completed construction of a new operations center along the I-43 corridor in Manitowoc. Based on the deposit market share reports published by the FDIC on June 30, 2022, Bank First ranks in the top two of market share in five of the fourteen counties in which its branches are located.

The fourteen counties in which the Bank has offices have an estimated aggregate population of 1,894,606, based on 2020 U.S. Census data, and total deposits of approximately \$57.49 billion as of June 30, 2022, according to the most recent data published by the FDIC.

Competition

The banking business is highly competitive, and we face competition in our market areas from many other local, regional, and national financial institutions. Competition among financial institutions is based on interest rates offered on deposit accounts, interest rates charged on loans, other credit and service charges relating to loans, the quality and scope of the services rendered, the convenience of banking facilities, and, in the case of loans to commercial borrowers, relative lending limits. We compete with commercial banks, credit unions, savings institutions, mortgage banking firms, consumer finance companies, securities brokerage firms, insurance companies, money market funds and other mutual funds, fintech companies, as well as regional and national financial institutions that operate offices in our market areas and elsewhere. The competing major commercial banks have greater resources that may provide them a competitive advantage by enabling them to maintain numerous branch offices, mount extensive advertising campaigns and invest in new technologies. The increasingly competitive environment is the result of changes in regulation, changes in technology and product delivery systems, additional financial service providers, and the accelerating pace of consolidation among financial services providers.

The financial services industry could become even more competitive as a result of legislative, regulatory and technological changes and continued consolidation. Banks, securities firms and insurance companies can merge under the umbrella of a financial holding company, which can offer virtually any type of financial service, including banking, securities underwriting, insurance (both agency and underwriting) and merchant banking. Also, technology has lowered barriers to entry and made it possible for non-banks to offer products and services traditionally provided by banks, such as automatic transfer and automatic payment systems.

Some of our non-banking competitors have fewer regulatory constraints and may have lower cost structures. In addition, some of our competitors have assets, capital and lending limits greater than that of the Bank, have greater access to capital markets and offer a broader range of products and services than the Bank. These institutions may have the ability to finance wide-ranging advertising campaigns and may also be able to offer lower rates on loans and higher rates on deposits than

[Table of Contents](#)

we can offer. Some of these institutions offer services, such as international banking, which we do not directly offer, except for a limited suite of services such as international wires and currency exchange.

We compete with these institutions by focusing on our position as an independent, community bank and rely upon local promotional activities, personal relationships established by our officers, directors, and employees with our customers, and specialized services tailored to meet the needs of the communities served. We provide innovative products to our customers that are value-driven. We actively cultivate relationships with our customers that extend beyond a single loan to a full suite of products that serve the needs of our retail and commercial customers. Our goal is to develop long-standing connections with our customers and the communities that we serve. While our position varies by market, our management believes that it can compete effectively as a result of local market knowledge, local decision making, and awareness of customer needs.

Our Business

General

We emphasize a range of lending services, including commercial and residential real estate loans, construction and development loans, commercial and industrial loans, and consumer loans. Our customers are generally individuals, small to medium-sized businesses and professional firms that are located in or conduct a substantial portion of their business in our market areas. At December 31, 2022, we had total loans receivable of \$2.89 billion, representing approximately 79.1% of our total earning assets. As of December 31, 2022, we had 22 nonaccrual loans totaling approximately \$3.6 million, or 0.1% of total loans. For additional discussion related to nonperforming loans, see the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section as well as the notes to the consolidated financial statements.

Loan Approval

Certain credit risks are inherent in making loans. These include prepayment risks, risks resulting from uncertainties in the future value of collateral, risks resulting from changes in economic and industry conditions, and risks inherent in dealing with individual borrowers. We attempt to mitigate repayment risks by adhering to our comprehensive and robust internal credit policies and procedures. These policies and procedures include officer and customer lending limits, with approval process for larger loans, documentation examination, and follow-up procedures for any exceptions to credit policies. Our loan approval policies provide for various levels of officer lending authority. The Bank currently employs both a signature process through the line of business as well as credit administration and a committee process which involves the Bank's board of directors each month. Both approvals and reviews of the credit actions are underwritten by an independent set of credit analysts who report to credit administration. For our loan commitments, a serial sign-off process is utilized up to \$25,000,000, requiring multiple signatures for a loan approval. This process ensures that the necessary parties at all authority levels are aware of and approve the commitment. The Bank's board of directors is involved in credits above this level after they have been through the serial sign-off process. We do not make any loans to any director, executive officer of the Bank, or the related interests of each, unless the loan is approved by the full board of directors of the Bank and is on terms not more favorable than would be available to a person not affiliated with the Bank.

Credit Administration and Loan Review

Our loan review consists of both commercial and retail review where loan files are reviewed and risk ratings are validated. Both are fully outsourced to a firm that specializes in file review and risk rating. Our policy for reviewing commercial credit files consisted of selecting a percentage of specific files on an annual basis as defined in our loan review plan, and reviewing them for risk rating and policy compliance. Our retail review consists of selecting a percentage of specific files on an annual basis, and reviewing them for policy compliance.

Lending Limits

Our lending activities are subject to a variety of lending limits imposed by federal law. In general, the Bank is subject to a legal limit on loans to a single borrower equal to 15% of the Bank's capital and unimpaired surplus. This legal lending limit will increase or decrease as the Bank's level of capital increases or decreases. In addition to the legal lending, management and the board of directors have established a more conservative, internal lending limit. The Bank's legal and internal lending limits are a safety and soundness measure intended to prevent one person or a relatively small and economically related

group of persons from borrowing an unduly large amount of the Bank's funds. It is also intended to safeguard the Bank's depositors by diversifying the risk of loan losses among a relatively large number of creditworthy borrowers engaged in various types of businesses. Based upon the capitalization of the Bank at December 31, 2022, the Bank's legal lending limit was \$55.8 million and the Bank's internal lending limit was \$44.7 million. Our board of directors will adjust the internal lending limit as deemed necessary to continue to mitigate risk and serve the Bank's clients. We are also able to sell participations in our larger loans to other financial institutions, which allows us to manage the risk involved in these loans and to meet the lending needs of our clients requiring extensions of credit in excess of these limits.

Real Estate Loans

The principal component of our loan portfolio is loans secured by real estate. Real estate loans are subject to the same general risks as other loans and are particularly sensitive to fluctuations in the value of real estate. Fluctuations in the value of real estate and rising interest rates, as well as other factors arising after a loan has been made, could negatively affect a borrower's cash flow, creditworthiness, and ability to repay the loan. We obtain a security interest in real estate whenever possible, in addition to any other available collateral, in order to increase the likelihood of the ultimate repayment of the loan.

As of December 31, 2022, loans secured by real estate made up approximately \$2.14 billion, or 73.9%, of our loan portfolio. These loans generally will fall into one of two categories:

- **Commercial Real Estate.** Commercial real estate loans generally have terms of 10 years or less, although payments may be structured on a longer amortization basis. We evaluate each borrower on an individual basis and attempt to determine their business risks and credit profile. We attempt to reduce credit risk in the commercial real estate portfolio by emphasizing loans on owner-occupied industrial, office, and retail buildings where the loan-to-value ratio, established by independent appraisals, does not generally exceed 85% of cost or appraised value. We also generally require that a borrower's cash flow exceed 110% of monthly debt service obligations. In order to ensure secondary sources of payment and liquidity to support a loan request, we typically review all of the personal financial statements of the principal owners and require their personal guaranties. Commercial real estate loans are generally viewed as having more risk of default than residential real estate loans. They are also typically larger than residential real estate loans and consumer loans and depend on cash flows from the owner's business or the property to service the debt. Because our loan portfolio contains a number of commercial real estate loans with relatively large balances, the deterioration of one or a few of these loans could cause a significant increase in our levels of nonperforming assets. As of December 31, 2022, commercial real estate loans made up approximately \$1.40 billion or 48.3% of our loan portfolio.
- **Residential Mortgage Loans and Home Equity Loans.** We originate and hold short-term and long-term first mortgages and traditional second mortgage residential real estate loans. Generally, we limit the loan-to-value ratio on our residential real estate loans to 90%. We offer fixed and adjustable rate residential real estate loans with terms of up to 30 years. We also offer a variety of lot loan options to consumers to purchase the lot on which they intend build their home. We also offer traditional home equity loans and lines of credit. Our underwriting criteria for, and the risks associated with, home equity loans and lines of credit are generally the same as those for first mortgage loans. Home equity loans typically have terms of 20 years or less. We generally limit the extension of credit to 90% of the available equity of each property. As of December 31, 2022, residential mortgage loans and home equity loans made up approximately \$739.5 million or 25.6% of our loan portfolio.

Commercial and Industrial Loans

We have significant expertise in small to middle market commercial and industrial lending. Our success is the result of our product and market expertise, and our focus on delivering high-quality, customized and quick turnaround service for our clients due to our focus on maintaining an appropriate balance between prudent, disciplined underwriting, on the one hand, and flexibility in our decision making and responsiveness to our clients, on the other hand, which has allowed us to grow our commercial and industrial loan portfolio while maintaining strong asset quality. As of December 31, 2022, commercial and industrial loans made up approximately \$492.5 million or 17.0% of our loan portfolio.

[Table of Contents](#)

We provide a mix of variable and fixed rate commercial and industrial loans. The loans are typically made to small- and medium-sized businesses involved in professional services, accommodation and food services, health care, wholesale trade, financial institutions, manufacturing, distribution, retailing and non-profits. We extend commercial business loans for working capital, accounts receivable and inventory financing and other business purposes. Generally, short-term loans have maturities ranging from 3 months to 1 year, and “term loans” have maturities ranging from 3 to 20 years. Lines of credit are generally intended to finance current transactions and typically provide for periodic principal payments, with interest payable monthly. Term loans generally provide for floating and fixed interest rates, with monthly payments of both principal and interest.

Construction and Development Loans

We offer fixed and adjustable rate residential and commercial construction loan financing to builders and developers and to consumers who wish to build their own home. The term of construction and development loans generally is limited to 9 to 24 months, although payments may be structured on a longer amortization basis. Most loans will mature and require payment in full upon completion and either the sale of the property or refinance into a permanent loan. We believe that construction and development loans generally carry a higher degree of risk than long-term financing of stabilized, rented, and owner-occupied properties because repayment depends on the ultimate completion of the project and usually on the subsequent sale of the property. Specific risks include:

- cost overruns;
- mismanaged construction;
- inferior or improper construction techniques;
- economic changes or downturns during construction;
- a downturn in the real estate market;
- rising interest rates which may prevent sale of the property; and
- failure to sell or stabilize completed projects in a timely manner.

We attempt to reduce risk associated with construction and development loans by obtaining personal guaranties and by keeping the maximum loan-to-value ratio at or below 85% of the lesser of cost or appraised value, depending on the project type. Generally, we do not have interest reserves built into loan commitments but require periodic cash payments for interest from the borrower’s cash flow. As of December 31, 2022, construction and development loans made up approximately \$199.7 million or 6.9% of our loan portfolio.

Consumer Loans

We make a variety of loans to individuals for personal and household purposes, including secured and unsecured installment loans and revolving lines of credit. Consumer loans are underwritten based on the borrower’s income, current debt level, past credit history, and the availability and value of collateral. Consumer rates are both fixed and variable, with negotiable terms. Our installment loans typically amortize over periods up to seven years. Although we typically require monthly principal and interest payments on our loan products, we will offer consumer loans at interest only with a single maturity date when a specific source of repayment is available. Consumer loans are generally considered to have greater risk than first or second mortgages on real estate because they may be unsecured, or, if they are secured, the value of the collateral may be difficult to assess and more likely to decrease in value than real estate. As of December 31, 2022, consumer loans made up approximately \$45.0 million or 1.6% of our loan portfolio.

Mortgage Banking Activities

Our mortgage banking operations include correspondent or secondary market lending, and in-house mortgage lending (included in residential mortgage and home equity loan totals above). We conduct secondary market lending through Fannie Mae, Federal Home Loan Bank of Chicago, U.S. Dept. of Agriculture, and the Wisconsin Housing and Economic Development Authority. We also offer a number of in-house mortgage products, including adjustable rate mortgages at one, three, five, seven, ten, and fifteen years, and fixed rate mortgages at up to thirty years. We also offer an eleven-month construction loan, a construction to permanent loan, and a twelve-month bridge loan.

Deposit Products

We offer a full range of traditional deposit services through our branch network in our market areas that are typically available in most banks and savings institutions, including checking accounts, commercial accounts, savings accounts and other time deposits of various types, ranging from money market accounts to long-term certificates of deposit. Transaction accounts and time deposits are tailored to and offered at rates competitive to those offered in our primary market areas. We also offer retirement accounts and health savings accounts. Our customers include individuals, businesses, associations, organizations and governmental authorities. We believe that our branch infrastructure will assist us in obtaining deposits from local customers in the future. Our deposits are insured by the FDIC up to statutory limits.

Securities

We manage our securities portfolio and cash to maintain adequate liquidity and to ensure the safety and preservation of invested principal, with a secondary focus on yield and returns. Specific goals of our investment portfolio are as follows:

- provide a ready source of balance sheet liquidity, ensuring adequate availability of funds to meet fluctuations in loan demand, deposit balances and other changes in balance sheet volumes and composition;
- serve as a means for diversification of our assets with respect to credit quality, maturity and other attributes;
- serve as a tool for modifying our interest rate risk profile pursuant to our established policies; and
- provide collateral to secure municipal and business deposits.

Our investment portfolio is comprised primarily of U.S. government securities, mortgage-backed securities backed by government-sponsored entities, and taxable and tax-exempt municipal securities.

Our investment policy is reviewed annually by our board of directors. Overall investment goals are established by our board, CEO, and members of our Asset Liability Management Committee ("ALCO"). Our board of directors has delegated the responsibility of monitoring our investment activities to our ALCO. Day-to-day activities pertaining to the securities portfolio are conducted under the supervision of our CEO. We actively monitor our investments on an ongoing basis to identify any material changes in the securities. We also review our securities for potential other-than-temporary impairment at least quarterly.

Human Capital Resources

Our Company culture emphasizes our longstanding dedication to being respectful to others and having a workforce that is representative of the communities we serve. Diversity, equity and inclusion ("DEI") are fundamental to our culture. We believe in attracting, retaining and promoting quality talent and recognize that diversity makes us stronger as a Company. Our talent acquisition teams partner with hiring managers in sourcing and presenting a diverse slate of qualified candidates to strengthen our organization. Our DEI Committee is a task force of diverse staff members who are responsible for helping bring about positive change at Bank First and fostering a more diverse and inclusive work environment. We offer training and education resources for all employees to support our DEI initiatives.

We believe employees to be our greatest asset and that our future success depends on our ability to attract, retain and develop employees. Professional development is a key priority, which is facilitated through our many corporate development initiatives including extensive training programs, corporate mentoring, leadership programs, educational reimbursement and professional speaker series.

As part of our effort to attract and retain employees, we offer a broad range of benefits, including health, dental and vision insurance, life and disability insurance, cell phone and health club reimbursement, an employee assistance program, educational tuition reimbursement, annual clothing allowance, an employee referral program, 401(k) retirement plan, profit sharing, a flex spending cafeteria plan, and generous paid time off. We believe our compensation package and benefits are

[Table of Contents](#)

competitive with others in our industry. For additional information regarding our employee benefit plans, see “Note 17 – Employee Benefit Plans” to our consolidated financial statements included in this report.

Bank First currently has approximately 382 FTEs. As of December 31, 2022, approximately 78% of our employees self-identified as female and approximately 6% self-identified as people of color. Twenty-five percent (25%) of our Board members and 50% of our Senior Management team identify as female. One of our strategic goals is to increase the diversity of our Board in the coming year. None of our employees are represented by any collective bargaining unit or is a party to a collective bargaining agreement. We consider our relationship with our employees to be good and have not experienced interruptions of operations due to labor disagreements.

General Corporate Information

Our principal executive offices are located at 402 N. 8th Street, Manitowoc, Wisconsin 54220, and our telephone number at that address is (920) 652-3100. Additional information can be found on our website: www.bankfirst.com. The information contained on our website is not incorporated in this document by reference.

Public Information

Persons interested in obtaining information on the Company may read and copy any materials that we file with the U.S. Securities and Exchange Commission (“SEC”). The Commission maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at www.sec.gov. We make available, free of charge, on or through our website, www.bankfirstwi.bank, our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and other filings pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and amendments to such filings, as soon as reasonably practicable after each is electronically filed with, or furnished to, the SEC.

Supervision and Regulation

We are extensively regulated under federal and state law. The following is a brief summary that does not purport to be a complete description of all regulations that affect us or all aspects of those regulations. This discussion is qualified in its entirety by reference to the particular statutory and regulatory provisions described below and is not intended to be an exhaustive description of the statutes or regulations applicable to the Company’s and the Bank’s business. In addition, proposals to change the laws and regulations governing the banking industry are frequently raised at both the state and federal levels. The likelihood and timing of any changes in these laws and regulations, and the impact such changes may have on us and the Bank, are difficult to predict. In addition, bank regulatory agencies may issue enforcement actions, policy statements, interpretive letters and similar written guidance applicable to us or the Bank. Changes in applicable laws, regulations or regulatory guidance, or their interpretation by regulatory agencies or courts may have a material adverse effect on our and the Bank’s business, operations, and earnings. Supervision and regulation of banks, their holding companies and affiliates is intended primarily for the protection of depositors and customers, the Deposit Insurance Fund (“DIF”) of the FDIC, and the U.S. banking and financial system rather than holders of our capital stock.

Regulation of the Company

We are registered as a bank holding company with the Federal Reserve under the Bank Holding Company Act of 1956, as amended (the “BHC Act”). As such, we are subject to comprehensive supervision and regulation by the Federal Reserve and are subject to its regulatory reporting requirements. Federal law subjects bank holding companies, such as the Company, to particular restrictions on the types of activities in which they may engage, and to a range of supervisory requirements and activities, including regulatory enforcement actions for violations of laws and regulations. Violations of laws and regulations, or other unsafe and unsound practices, may result in regulatory agencies imposing fines or penalties, cease-and-desist orders, or taking other enforcement actions. Under certain circumstances, these agencies may enforce these remedies directly against officers, directors, employees and other parties participating in the affairs of a bank or bank holding company.

Activity Limitations. Bank holding companies are generally restricted to engaging in the business of banking, managing or controlling banks and certain other activities determined by the Federal Reserve to be closely related to banking. In addition, the Federal Reserve has the power to order a bank holding company or its subsidiaries to terminate any nonbanking activity

or terminate its ownership or control of any nonbank subsidiary, when it has reasonable cause to believe that continuation of such activity or such ownership or control constitutes a serious risk to the financial safety, soundness, or stability of any bank subsidiary of that bank holding company.

Source of Strength Obligations. A bank holding company is required to act as a source of financial and managerial strength to its subsidiary bank and to maintain resources adequate to support its bank. The term “source of financial strength” means the ability of a company, such as us, that directly or indirectly owns or controls an insured depository institution, such as the Bank, to provide financial assistance to such insured depository institution in the event of financial distress. The appropriate federal banking agency for the depository institution (in the case of the Bank, this agency is the OCC) may require reports from us to assess our ability to serve as a source of strength and to enforce compliance with the source of strength requirements by requiring us to provide financial assistance to the Bank in the event of financial distress. If we were to enter bankruptcy or become subject to the orderly liquidation process established by the Dodd-Frank Act, any commitment by us to a federal bank regulatory agency to maintain the capital of the Bank would be assumed by the bankruptcy trustee or the FDIC, as appropriate, and entitled to a priority of payment.

Acquisitions. The BHC Act permits acquisitions of banks by bank holding companies, such that we and any other bank holding company, whether located in Wisconsin or elsewhere, may acquire a bank located in any other state, subject to certain deposit-percentage, age of bank charter requirements, and other restrictions. The BHC Act requires that a bank holding company obtain the prior approval of the Federal Reserve before (i) acquiring direct or indirect ownership or control of more than 5% of the voting shares of any additional bank or bank holding company, (ii) taking any action that causes an additional bank or bank holding company to become a subsidiary of the bank holding company, or (iii) merging or consolidating with any other bank holding company. The Federal Reserve may not approve any such transaction that would result in a monopoly or would be in furtherance of any combination or conspiracy to monopolize or attempt to monopolize the business of banking in any section of the United States, or the effect of which may be substantially to lessen competition or to tend to create a monopoly in any section of the country, or that in any other manner would be in restraint of trade, unless the anticompetitive effects of the proposed transaction are clearly outweighed by the public interest in meeting the convenience and needs of the community to be served. The Federal Reserve is also required to consider: (1) the financial and managerial resources of the companies involved, including pro forma capital ratios; (2) the risk to the stability of the United States banking or financial system; (3) the convenience and needs of the communities to be served, including performance under the Community Reinvestment Act (“CRA”); and (4) the effectiveness of the companies in combatting money laundering.

Change in Control. Federal law restricts the amount of voting stock of a bank holding company or a bank that a person may acquire without the prior approval of banking regulators. Under the Change in Bank Control Act and the regulations thereunder, a person or group must give advance notice to the Federal Reserve before acquiring control of any bank holding company, such as the Company, and the OCC before acquiring control of any national bank, such as the Bank. Upon receipt of such notice, the bank regulatory agencies may approve or disapprove the acquisition. The Change in Bank Control Act creates a rebuttable presumption of control if a person or group acquires the power to vote 10% or more of our outstanding common stock. The overall effect of such laws is to make it more difficult to acquire a bank holding company and a bank by tender offer or similar means than it might be to acquire control of another type of corporation. Consequently, shareholders of the Company may be less likely to benefit from the rapid increases in stock prices that may result from tender offers or similar efforts to acquire control of other companies. Investors should be aware of these requirements when acquiring shares of our stock.

[Table of Contents](#)

Governance and Financial Reporting Obligations. We are required to comply with various corporate governance and financial reporting requirements under the Sarbanes-Oxley Act of 2002, as well as rules and regulations adopted by the SEC, the Public Company Accounting Oversight Board (“PCAOB”), and Nasdaq. In particular, we are required to include management and independent registered public accounting firm reports on internal controls as part of our Annual Report on Form 10-K in order to comply with Section 404 of the Sarbanes-Oxley Act. We have evaluated our controls, including compliance with the SEC rules on internal controls, and have and expect to continue to spend significant amounts of time and money on compliance with these rules. Our failure to comply with these internal control rules may materially adversely affect our reputation, ability to obtain the necessary certifications to financial statements, and the values of our securities. The assessments of our financial reporting controls as of December 31, 2022 are included in this report under “Item 9A. Controls and Procedures.”

Corporate Governance. The Dodd-Frank Act addresses many investor protections, corporate governance, and executive compensation matters that will affect most U.S. publicly traded companies. The Dodd-Frank Act (1) grants shareholders of U.S. publicly traded companies an advisory vote on executive compensation; (2) enhances independence requirements for Compensation Committee members; and (3) requires companies listed on national securities exchanges to adopt incentive-based compensation claw-back policies for executive officers.

Incentive Compensation. The Dodd-Frank Act required the banking agencies and the SEC to establish joint rules or guidelines for financial institutions with more than \$1 billion in assets, such as us and the Bank, which prohibit incentive compensation arrangements that the agencies determine to encourage inappropriate risks by the institution. The banking agencies issued proposed rules in 2011 and previously issued guidance on sound incentive compensation policies. In 2016, the Federal Reserve and the OCC also proposed rules that would, depending upon the assets of the institution, directly regulate incentive compensation arrangements and would require enhanced oversight and recordkeeping. As of December 31, 2022, these rules have not been implemented. We and the Bank have undertaken efforts to ensure that our incentive compensation plans do not encourage inappropriate risks, consistent with three key principles— that incentive compensation arrangements should appropriately balance risk and financial rewards, be compatible with effective controls and risk management, and be supported by strong corporate governance.

Shareholder Say-On-Pay Votes. The Dodd-Frank Act requires public companies to take shareholders’ votes on proposals addressing compensation (known as say-on-pay), the frequency of a say-on-pay vote, and the golden parachutes available to executives in connection with change-in-control transactions. Public companies must give shareholders the opportunity to vote on the compensation at least every three years and the opportunity to vote on frequency at least every six years, indicating whether the say-on-pay vote should be held annually, biennially, or triennially. The say-on-pay, the say-on-parachute and the say-on-frequency votes are explicitly nonbinding and cannot override a decision of our board of directors.

Other Regulatory Matters. We and our subsidiaries are subject to oversight by the SEC, the Financial Industry Regulatory Authority, (“FINRA”), the PCAOB, Nasdaq and various state securities regulators. We and our subsidiaries have from time to time received requests for information from regulatory authorities in various states, including state attorneys general, securities regulators and other regulatory authorities, concerning our business practices. Such requests are considered incidental to the normal conduct of business.

Capital Requirements

The Company and Bank are required under federal law to maintain certain minimum capital levels based on ratios of capital to total assets and capital to risk-weighted assets. The required capital ratios are minimums, and the federal banking agencies may determine that a banking organization, based on its size, complexity or risk profile, must maintain a higher level of capital in order to operate in a safe and sound manner. Risks such as concentration of credit risks and the risks arising from non-traditional activities, as well as the institution’s exposure to a decline in the economic value of its capital due to changes in interest rates, and an institution’s ability to manage those risks are important factors that are to be taken into account by the federal banking agencies in assessing an institution’s overall capital adequacy. The following is a brief description of the relevant provisions of these capital rules and their potential impact on our capital levels.

The Company and Bank are subject to the following risk-based capital ratios: a common equity Tier 1 (“CET1”) risk-based capital ratio, a Tier 1 risk-based capital ratio, which includes CET1 and additional Tier 1 capital, and a total capital ratio, which includes Tier 1 and Tier 2 capital. CET1 is primarily comprised of the sum of common stock instruments and related surplus net of treasury stock, retained earnings, and certain qualifying minority interests, less certain adjustments and deductions, including with respect to goodwill, intangible assets, mortgage servicing assets and deferred tax assets subject

[Table of Contents](#)

to temporary timing differences. Additional Tier 1 capital is primarily comprised of noncumulative perpetual preferred stock, tier 1 minority interests and grandfathered trust preferred securities. Tier 2 capital consists of instruments disqualified from Tier 1 capital, including qualifying subordinated debt, other preferred stock and certain hybrid capital instruments, and a limited amount of loan loss reserves up to a maximum of 1.25% of risk-weighted assets, subject to certain eligibility criteria. The capital rules also define the risk-weights assigned to assets and off-balance sheet items to determine the risk-weighted asset components of the risk-based capital rules, including, for example, certain “high volatility” commercial real estate, past due assets, structured securities and equity holdings.

The leverage capital ratio, which serves as a minimum capital standard, is the ratio of Tier 1 capital to quarterly average assets net of goodwill, certain other intangible assets, and certain required deduction items. The required minimum leverage ratio for all banks is 4.0%.

In addition, the capital rules require a capital conservation buffer of CET1 of 2.5% above each of the minimum capital ratio requirements (CET1, Tier 1, and total risk-based capital), which is designed to absorb losses during periods of economic stress. These buffer requirements must be met for a bank to be able to pay dividends, engage in share buybacks or make discretionary bonus payments to executive management without restriction.

The Federal Deposit Insurance Corporation Improvement Act of 1991 (“FDICIA”), among other things, requires the federal bank regulatory agencies to take “prompt corrective action” regarding depository institutions that do not meet minimum capital requirements. FDICIA establishes five regulatory capital tiers: “well capitalized”, “adequately capitalized”, “undercapitalized”, “significantly undercapitalized”, and “critically undercapitalized”. A depository institution’s capital tier will depend upon how its capital levels compare to various relevant capital measures and certain other factors, as established by regulation. FDICIA generally prohibits a depository institution from making any capital distribution (including payment of a dividend) or paying any management fee to its holding company if the depository institution would thereafter be undercapitalized.

To be well-capitalized, the Company and Bank must maintain at least the following capital ratios:

- 6.5% CET1 to risk-weighted assets;
- 8.0% Tier 1 capital to risk-weighted assets;
- 10.0% Total capital to risk-weighted assets; and
- 5.0% leverage ratio.

Failure to be well-capitalized or to meet minimum capital requirements could result in certain mandatory and possible additional discretionary actions by regulators that, if undertaken, could have an adverse material effect on our operations or financial condition. For example, only a well-capitalized depository institution may accept brokered deposits without prior regulatory approval. Failure to be well-capitalized or to meet minimum capital requirements could also result in restrictions on the Bank’s ability to pay dividends or otherwise distribute capital or to receive regulatory approval of applications or other restrictions on its growth. The Bank was well capitalized at December 31, 2022, and brokered deposits are not restricted.

In 2022, the Company and Bank’s regulatory capital ratios were above the applicable well-capitalized standards and met the then-applicable capital conservation buffer. Based on current estimates, we believe that the Company and Bank will continue to exceed all applicable well-capitalized regulatory capital requirements and the capital conservation buffer in 2023.

The Economic Growth, Regulatory Relief, and Consumer Protection Act (the “Economic Growth Act”) signed into law in May 2018 scaled back certain requirements of the Dodd-Frank Act and provided other regulatory relief. Among the provisions of the Economic Growth Act was a requirement that the Federal Reserve raise the asset threshold for those bank holding companies subject to the Federal Reserve’s Small Bank Holding Company Policy Statement (“Policy Statement”) to \$3 billion. As a result, as of the effective date of that change in 2018, the Company was no longer required to comply with the risk-based capital rules applicable to the Bank. The Company crossed above the \$3 billion threshold during the third quarter of 2022 and is now required to adhere to these capital rules.

[Table of Contents](#)

As a result of the Economic Growth Act, the federal banking agencies were also required to develop a “Community Bank Leverage Ratio” (the ratio of a bank’s Tier 1 capital to average total consolidated assets) for financial institutions with assets of less than \$10 billion. A “qualifying community bank” that exceeds this ratio will be deemed to be in compliance with all other capital and leverage requirements, including the capital requirements to be considered “well capitalized” under prompt corrective action statutes. The federal banking agencies may consider a financial institutions risk profile when evaluation whether it qualifies as a community bank for purposes of the capital ratio requirement. The federal banking agencies set the minimum capital for the new Community Bank Leverage Ratio at 9%. The Bank does not intend to opt into the Community Bank Leverage Ratio Framework.

On December 21, 2018, federal banking agencies issued a joint final rule to revise their regulatory capital rules to (i) address the upcoming implementation of the “current expected credit losses” (“CECL”) accounting standard under GAAP; (ii) provide an optional three-year phase-in period for the day-one adverse regulatory capital effects that banking organizations are expected to experience upon adopting CECL; and (iii) require the use of CECL in stress tests beginning with the 2020 capital planning and stress testing cycle for certain banking organizations. for more information regarding Accounting Standards Update No. 2016-13, which introduced CECL as the methodology to replace the current “incurred loss” methodology for financial assets measured at amortized cost, and changed the approaches for recognizing and recording credit losses on available-for-sale debt securities and purchased credit impaired financial assets, including the required implementation date for the Company, see the notes to the Company’s consolidated financial statements for the year ended December 31, 2022.

Payment of Dividends

We are a legal entity separate and distinct from the Bank and our other subsidiaries. Our primary source of cash, other than securities offerings, is dividends from the Bank. The prior approval of the OCC is required if the total of all dividends declared by a national bank (such as the Bank) in any calendar year will exceed the sum of such bank’s net profits for that year and its retained net profits for the preceding two calendar years, less any required transfers to surplus. Federal law also prohibits any national bank from paying dividends that would be greater than such bank’s undivided profits after deducting statutory bad debts in excess of such bank’s allowance for possible loan losses.

In addition, we and the Bank are subject to various general regulatory policies and requirements relating to the payment of dividends, including requirements to maintain adequate capital above regulatory minimums. The appropriate federal bank regulatory authority may prohibit the payment of dividends where it has determined that the payment of dividends would be an unsafe or unsound practice and to prohibit payment thereof. The OCC and the Federal Reserve have indicated that paying dividends that deplete a bank’s capital base to an inadequate level would be an unsound and unsafe banking practice. The OCC and the Federal Reserve have each indicated that depository institutions and their holding companies should generally pay dividends only out of current operating earnings.

Under a Federal Reserve policy adopted in 2009, the board of directors of a bank holding company must consider different factors to ensure that its dividend level is prudent relative to maintaining a strong financial position, and is not based on overly optimistic earnings scenarios, such as potential events that could affect its ability to pay, while still maintaining a strong financial position. As a general matter, the Federal Reserve has indicated that the board of directors of a bank holding company should consult with the Federal Reserve and eliminate, defer or significantly reduce the bank holding company’s dividends if:

- its net income available to shareholders for the past four quarters, net of dividends previously paid during that period, is not sufficient to fully fund the dividends;
- its prospective rate of earnings retention is not consistent with its capital needs and overall current and prospective financial condition; or
- it will not meet, or is in danger of not meeting, its minimum regulatory capital adequacy ratios.

Prior approval by the OCC is required if the total of all dividends declared by a national bank in any calendar year exceeds the bank’s profits for that year combined with its retained net profits for the preceding two calendar years.

Regulation of the Bank

As a national bank, our primary bank subsidiary, Bank First, N.A., is subject to comprehensive supervision and regulation by the OCC and is subject to its regulatory reporting requirements. The deposits of the Bank are insured by the FDIC up to applicable limits and, accordingly, the Bank is also subject to certain FDIC regulations and the FDIC has backup examination authority and some enforcement powers over the Bank. The Bank also is subject to certain Federal Reserve regulations.

In addition, as discussed in more detail below, the Bank and any other of our subsidiaries that offer consumer financial products and services are subject to regulation and potential supervision by the Consumer Financial Protection Bureau (“CFPB”). Authority to supervise and examine the Company and the Bank for compliance with federal consumer laws remains largely with the Federal Reserve and the OCC, respectively. However, the CFPB may participate in examinations on a “sampling basis” and may refer potential enforcement actions against such institutions to their primary regulators. The CFPB also may participate in examinations of our other direct or indirect subsidiaries that offer consumer financial products or services. In addition, the Dodd-Frank Act permits states to adopt consumer protection laws and regulations that are stricter than those regulations promulgated by the CFPB, and state attorneys general are permitted to enforce certain federal consumer financial protection rules adopted by the CFPB. As the Company and the Bank each had less than \$10 billion in consolidated assets in 2022, they are not subject to the routine supervision of the CFPB, but this may change in the future as the Company and the Bank grow.

Broadly, regulations applicable to the Bank include limitations on loans to a single borrower and to its directors, officers and employees; restrictions on the opening and closing of branch offices; the maintenance of required capital and liquidity ratios; the granting of credit under equal and fair conditions; the disclosure of the costs and terms of such credit; requirements to maintain reserves against deposits and loans; limitations on the types of investment that may be made by the Bank; and requirements governing risk management practices. The Bank is permitted under federal law to branch on a de novo basis across state lines where the laws of that state would permit a bank chartered by that state to open a de novo branch.

Transactions with Affiliates and Insiders. The Bank is subject to restrictions on extensions of credit and certain other transactions between the Bank and the Company or any nonbank affiliate. Generally, these covered transactions with either the Company or any affiliate are limited to 10% of the Bank’s capital and surplus, and all such transactions between the Bank and the Company and all of its nonbank affiliates combined are limited to 20% of the Bank’s capital and surplus. Loans and other extensions of credit from the Bank to the Company or any affiliate generally are required to be secured by eligible collateral in specified amounts. In addition, any transaction between the Bank and the Company or any affiliate are required to be on an arm’s length basis. Federal banking laws also place similar restrictions on certain extensions of credit by insured banks, such as the Bank, to their directors, executive officers and principal shareholders.

Reserves. Historically, Federal Reserve rules required depository institutions, such as the Bank, to maintain reserves against their transaction accounts, primarily interest bearing and non-interest bearing checking accounts. The Federal Reserve announced that reserve requirement ratios were reduced to zero percent effective March 26, 2020. This action eliminated reserve requirements for all depository institutions.

FDIC Insurance Assessments and Depositor Preference. The Bank’s deposits are insured by the FDIC’s DIF up to the limits under applicable law, which currently are set at \$250,000 per depositor, per insured bank, for each account ownership category. The Bank is subject to FDIC assessments for its deposit insurance. The FDIC calculates quarterly deposit insurance assessments based on an institution’s average total consolidated assets less its average tangible equity, and applies one of four risk categories determined by reference to its capital levels, supervisory ratings, and certain other factors. The assessment rate schedule can change from time to time, at the discretion of the FDIC, subject to certain limits.

Insurance of deposits may be terminated by the FDIC upon a finding that the institution has engaged in unsafe and 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 a bank’s federal regulatory agency. In addition, the Federal Deposit Insurance Act provides that, in the event of the liquidation or other resolution of an insured depository institution, the claims of depositors of the institution, including the claims of the FDIC as subrogee of insured depositors, and certain claims for administrative expenses of the FDIC as a receiver, will have priority over other general unsecured claims against the institution, including those of the parent bank holding company.

[Table of Contents](#)

In October of 2022, the FDIC adopted a final rule to increase the initial base deposit insurance assessment rate by 2 basis points, applicable to all insured depository institutions, and will begin with the first quarterly assessment period in 2023 and will remain in effect until the level of the DIF reserve ratios to insured deposits meets the FDIC's long-term goals.

Standards for Safety and Soundness. The Federal Deposit Insurance Act requires the federal bank regulatory agencies to prescribe, by regulation or guideline, operational and managerial standards for all insured depository institutions relating to: (1) internal controls; (2) information systems and audit systems; (3) loan documentation; (4) credit underwriting; (5) interest rate risk exposure; and (6) asset quality. The federal banking agencies have adopted regulations and Interagency Guidelines Establishing Standards for Safety and Soundness to implement these required standards. These guidelines set forth the safety and soundness standards used to identify and address problems at insured depository institutions before capital becomes impaired. Under the regulations, if a regulator determines that a bank fails to meet any standards prescribed by the guidelines, the regulator may require the bank to submit an acceptable plan to achieve compliance, consistent with deadlines for the submission and review of such safety and soundness compliance plans.

Anti-Money Laundering. A continued focus of governmental policy relating to financial institutions in recent years has been combating money laundering and terrorist financing. The USA PATRIOT Act broadened the application of anti-money laundering regulations to apply to additional types of financial institutions such as broker-dealers, investment advisors and insurance companies, and strengthened the ability of the U.S. government to help prevent, detect and prosecute international money laundering and the financing of terrorism. The principal provisions of Title III of the USA PATRIOT Act require that regulated financial institutions: (i) establish an anti-money laundering program that includes training and audit components; (ii) comply with regulations regarding the verification of the identity of any person seeking to open an account; (iii) take additional required precautions with non-U.S. owned accounts; and (iv) perform certain verification and certification of money laundering risk for their foreign correspondent banking relationships. Failure of a financial institution to comply with the USA PATRIOT Act's requirements could have serious legal and reputational consequences for the institution. The Bank has augmented its systems and procedures to meet the requirements of these regulations and will continue to revise and update its policies, procedures and controls to reflect changes required by law.

FinCEN has adopted rules that require financial institutions to obtain beneficial ownership information with respect to legal entities with which such institutions conduct business, subject to certain exclusions and exemptions. Bank regulators are focusing their examinations on anti-money laundering compliance, and we continue to monitor and augment, where necessary, our anti-money laundering compliance programs.

Banking regulators will consider compliance with the Act's money laundering provisions in acting upon merger and acquisition proposals.

Bank regulators routinely examine institutions for compliance with these anti-money laundering obligations and recently have been active in imposing "cease-and-desist" and other regulatory orders and money penalty sanctions against institutions found to be in violation of these requirements. Sanctions for violations of the Act can be imposed in an amount equal to twice the sum involved in the violating transaction, up to \$1 million. On January 1, 2021, Congress passed federal legislation that made sweeping changes to federal anti-money laundering laws, subject to pending implementation by regulatory rulemaking. Most recently, on June 30, 2021, FinCEN published the first set of "national AML priorities," as required by the Bank Secrecy Act, which include, but are not limited to, cybercrime, terrorist financing, fraud, and drug/human trafficking. FinCEN is required to implement regulations to specify how covered financial institutions, such as the Company, should incorporate these national priorities into their AML programs. As of December 31, 2022, no such regulations have been proposed.

Economic Sanctions. The Office of Foreign Assets Control ("OFAC") is responsible for helping to ensure that U.S. entities do not engage in transactions with certain prohibited parties, as defined by various Executive Orders and acts of Congress. OFAC publishes, and routinely updates, lists of names of persons and organizations suspected of aiding, harboring or engaging in terrorist acts, including the Specially Designated Nationals and Blocked Persons List. If we find a name on any transaction, account or wire transfer that is on an OFAC list, we must undertake certain specified activities, which could include blocking or freezing the account or transaction requested, and we must notify the appropriate authorities.

Concentrations in Lending. During 2006, the federal bank regulatory agencies released guidance on "Concentrations in Commercial Real Estate Lending" (the "Guidance") and advised financial institutions of the risks posed by commercial real estate ("CRE") lending concentrations. The Guidance requires that appropriate processes be in place to identify, monitor

[Table of Contents](#)

and control risks associated with real estate lending concentrations. Higher allowances for loan losses and capital levels may also be required. The Guidance is triggered when CRE loan concentrations exceed either:

- Total reported loans for construction, land development, and other land of 100% or more of a bank's total risk-based capital; or
- Total reported loans secured by multifamily and nonfarm nonresidential properties and loans for construction, land development, and other land of 300% or more of a bank's total risk-based capital.

The Guidance also applies when a bank has a sharp increase in CRE loans or has significant concentrations of CRE secured by a particular property type. See Item 1A. Risk Factors -- *We are subject to lending concentration risk, which could cause our regulators to restrict our ability to grow* – for a discussion of our risks regarding CRE exposure.

Community Reinvestment Act. The Bank is subject to the provisions of the CRA, which imposes a continuing and affirmative obligation, consistent with their safe and sound operation, to help meet the credit needs of entire communities where the Bank accepts deposits, including low- and moderate-income neighborhoods. The OCC's assessment of the Bank's CRA record is made available to the public. Further, a less than satisfactory CRA rating will slow, if not preclude, expansion of banking activities. Following the enactment of the Gramm-Leach-Bliley Act ("GLB"), CRA agreements with private parties must be disclosed and annual CRA reports must be made to a bank's primary federal regulator. Federal CRA regulations require, among other things, that evidence of discrimination against applicants on a prohibited basis, and illegal or abusive lending practices be considered in the CRA evaluation. In May 2020, the OCC issued new final regulations meant to strengthen and modernize the CRA regulations, with an effective date of October 1, 2020. However, on December 14, 2021, the OCC issued a final rule rescinding its 2020 CRA Rule and replacing it with a rule based largely on the prior rules adopted jointly by the federal banking agencies in 1995. The Bank had a rating of "Satisfactory" in its most recent CRA evaluation.

On May 5, 2022, the OCC, FRB, and FDIC issued a notice of proposed rulemaking to provide for a coordinated approach to modernize their respective CRA regulations, such that all banks will be subject to the same set of CRA rules. Key elements are expected to include (i) expanding access to credit, investment, and basic banking services in low- and moderate-income communities; (ii) updating CRA assessment areas by including activities associated with online and mobile banking, branchless banking, and hybrid models; and (iii) better tailoring CRA evaluations and data collection requirements by bank size and type. No final rule has been issued, but the rulemaking may affect the Bank's CRA compliance obligations in the future.

Privacy and Data Security. The GLB generally prohibits disclosure of consumer information to non-affiliated third parties unless the consumer has been given the opportunity to object and has not objected to such disclosure. Financial institutions are further required to disclose their privacy policies to customers annually. Financial institutions, however, will be required to comply with state law if it is more protective of consumer privacy than the GLB. The GLB also directed federal regulators, including the FDIC and the OCC, to prescribe standards for the security of consumer information. The Bank is subject to such standards, as well as standards for notifying customers in the event of a security breach. Under federal law, the Bank must disclose its privacy policy to consumers, permit customers to opt out of having nonpublic customer information disclosed to third parties in certain circumstances, and allow customers to opt out of receiving marketing solicitations based on information about the customer received from another subsidiary. States may adopt more extensive privacy protections. We are similarly required to have an information security program to safeguard the confidentiality and security of customer information and to ensure proper disposal. Customers must be notified when unauthorized disclosure involves sensitive customer information that may be misused. On November 18, 2021, the federal banking agencies issued a new rule effective in 2022 that requires banks to notify their regulators within 36 hours of a "computer-security incident" that rises to the level of a "notification incident."

Furthermore, the federal banking regulators regularly issue guidance regarding cybersecurity intended to enhance cyber risk management. A financial institution is expected to implement multiple lines of defense against cyberattacks and ensure that their risk management procedures address the risk posed by potential cyber threats. A financial institution is further expected to maintain procedures to effectively respond to a cyberattack and resume operations following any such attack. The Company has adopted and implemented an Information Security Program to comply with the regulatory cybersecurity guidance.

[Table of Contents](#)

Consumer Regulation. Activities of the Bank are subject to a variety of statutes and regulations designed to protect consumers. These laws and regulations include, among numerous other things, provisions that:

- limit the interest and other charges collected or contracted for by the Bank, including new rules respecting the terms of credit cards and of debit card overdrafts;
- govern the Bank's disclosures of credit terms to consumer borrowers;
- require the Bank to provide information to enable the public and public officials to determine whether it is fulfilling its obligation to help meet the housing needs of the community it serves;
- prohibit the Bank from discriminating on the basis of race, creed or other prohibited factors when it makes decisions to extend credit;
- govern the manner in which the Bank may collect consumer debts; and
- prohibit unfair, deceptive or abusive acts or practices in the provision of consumer financial products and services.

Mortgage Regulation. The CFPB adopted a rule that implements the ability-to-repay and qualified mortgage provisions of the Dodd-Frank Act (the "ATR/QM rule"), which requires lenders to consider, among other things, income, employment status, assets, payment amounts, and credit history before approving a mortgage, and provides a compliance "safe harbor" for lenders that issue certain "qualified mortgages." The ATR/QM rule defines a "qualified mortgage" to have certain specified characteristics, and generally prohibit loans with negative amortization, interest-only payments, balloon payments, or terms exceeding 30 years from being qualified mortgages. The rule also establishes general underwriting criteria for qualified mortgages, including that monthly payments be calculated based on the highest payment that will apply in the first five years of the loan and that the borrower have a total debt-to-income ratio that is less than or equal to 43%. While "qualified mortgages" will generally be afforded safe harbor status, a rebuttable presumption of compliance with the ability-to-repay requirements will attach to "qualified mortgages" that are "higher priced mortgages" (which are generally subprime loans). In addition, the securitizer of asset-backed securities must retain not less than 5 percent of the credit risk of the assets collateralizing the asset-backed securities, unless subject to an exemption for asset-backed securities that are collateralized exclusively by residential mortgages that qualify as "qualified residential mortgages."

The CFPB has also issued rules to implement requirements of the Dodd-Frank Act pertaining to mortgage loan origination (including with respect to loan originator compensation and loan originator qualifications) as well as integrated mortgage disclosure rules. In addition, the CFPB has issued rules that require servicers to comply with new standards and practices with regard to: error correction; information disclosure; force-placement of insurance; information management policies and procedures; requiring information about mortgage loss mitigation options be provided to delinquent borrowers; providing delinquent borrowers access to servicer personnel with continuity of contact about the borrower's mortgage loan account; and evaluating borrowers' applications for available loss mitigation options. These rules also address initial rate adjustment notices for adjustable-rate mortgages (ARMs), periodic statements for residential mortgage loans, and prompt crediting of mortgage payments and response to requests for payoff amounts.

In 2020, the CARES Act granted certain forbearance rights and protection against foreclosure to borrowers with a "federally backed mortgage loan," including certain first or subordinate lien loans designed principally for the occupancy of one to four families. These consumer protections under the CARES Act continued during the COVID 19 pandemic emergency, and while most of these protections expired in 2022, on January 18, 2023, in its revised Mortgage Servicing Examination Procedures, the CFPB stated it expected servicers to continue to utilize these safeguards, regardless of their expiration.

Non-Discrimination Policies. The Bank is also subject to, among other things, the provisions of the Equal Credit Opportunity Act ("ECOA") and the Fair Housing Act ("FHA"), both of which prohibit discrimination based on race or color, religion, national origin, sex, and familial status in any aspect of a consumer or commercial credit or residential real estate transaction. The Department of Justice ("DOJ"), and the federal bank regulatory agencies have issued an Interagency Policy Statement on Discrimination in Lending that provides guidance to financial institutions in determining whether discrimination exists, how the agencies will respond to lending discrimination, and what steps lenders might take to prevent discriminatory lending practices. The DOJ has increased its efforts to prosecute what it regards as violations of the ECOA and FHA.

LIBOR: On March 15, 2022, Congress enacted the Adjustable Interest Rate (LIBOR) Act (the “LIBOR Act”) to address references to LIBOR in contracts that (i) are governed by U.S. law; (ii) will not mature before June 30, 2023; and (iii) lack fallback provisions providing for a clearly defined and practicable replacement for LIBOR. On December 16, 2022, the FRB adopted a final rule to implement the LIBOR Act by identifying benchmark rates based on SOFR (Secured Overnight Financing Rate) that will replace LIBOR in certain financial contracts after June 30, 2023. The final rule identifies replacement benchmark rates based on SOFR to replace overnight, one-month, three-month, six-month, and 12-month LIBOR in contracts subject to the LIBOR Act.

ITEM 1A. RISK FACTORS

In addition to the other information contained in this Form 10-K, you should carefully consider the risks described below, as well as the risk factors and uncertainties discussed in our other public filings with the SEC under the caption “Risk Factors” in evaluating us and our business and making or continuing an investment in our stock. Our operations and financial results are subject to various risks and uncertainties, including, but not limited, to the material risks described below. Many of these risks are beyond our control although efforts are made to manage those risks while simultaneously optimizing operational and financial results. The occurrence of any of the following risks, as well as risks of which we are currently unaware or currently deem immaterial, could materially and adversely affect our assets, business, cash flows, condition (financial or otherwise), liquidity, prospects, results of operations and the trading price of our common stock. It is impossible to predict or identify all such factors and, as a result, you should not consider the following factors to be a complete discussion of the risks, uncertainties and assumptions that could materially and adversely affect our assets, business, cash flows, condition (financial or otherwise), liquidity, prospects, results of operations and the trading price of our common stock.

In addition, certain statements in the following risk factors constitute forward-looking statements. Please refer to the section entitled “Cautionary Note Regarding Forward-Looking Statements” beginning on page 1 of this Annual Report on Form 10-K.

Risks related to our business

Difficult or volatile conditions in the national financial markets, and the U.S. economy generally, may adversely affect our lending activity or other businesses, as well as our financial condition.

Our business and financial performance are vulnerable to weak economic conditions in the financial markets and economic conditions generally or specifically in the state of Wisconsin, the principal market in which we conduct business. A deterioration in economic conditions in our primary market areas caused by inflation, recession, pandemics, outbreaks of hostilities or other international or domestic occurrences, unemployment, plant or business closings or downsizing, changes in securities markets or other factors could result in the following consequences, any of which could materially and adversely affect our business: increased loan delinquencies; problem assets and foreclosures; significant write-downs of asset values; lower demand for our products and services; reduced low cost or noninterest-bearing deposits; intangible asset impairment; and collateral for loans made by us, especially real estate, may decline in value, in turn reducing our customers’ ability to repay outstanding loans, and reducing the value of assets and collateral associated with our existing loans.

Interest rates increased significantly in 2022 as the Federal Reserve attempted to slow economic growth and counteract rising inflation. Further changes in interest rates and monetary policy reportedly are dependent upon the Federal Reserve’s assessment of economic data as it becomes available, though the rising interest rate environment is expected to continue in 2023. Inflationary pressures are currently expected to remain elevated 2023 Increasing interest rates can have a negative impact on our business by reducing the amount of money our customers borrow or by adversely affecting their ability to repay outstanding loan balances that may increase due to adjustments in their variable rates. In addition, in a rising interest rate environment we may have to offer more attractive interest rates to depositors to compete for deposits, or pursue other sources of liquidity, such as wholesale funds. Higher income volatility from changes in interest rates and spreads to benchmark indices could result in a decrease in net interest income and a decrease in current fair market values of our assets. Fluctuations in interest rates impacts both the level of income and expense recorded on most of our assets and liabilities and the market value of all interest-earning assets and interest-bearing liabilities, which in turn could have a

[Table of Contents](#)

material adverse effect on our net income, operating results, or financial condition. Changes in market values of investment securities classified as available for sale are also impacted by higher rates and can negatively impact our other comprehensive income and equity levels through accumulated other comprehensive income, which includes net unrealized gains and losses on those securities. Further, such losses could be realized into earnings should liquidity and/or business strategy necessitate the sales of securities in a loss position. A prolonged period of volatile and unstable market conditions would likely increase our funding costs and negatively affect market risk mitigation strategies.

Additionally, we conduct our banking operations primarily in Wisconsin. As of December 31, 2022, approximately 95.17% of our loans and approximately 97.34% of our deposits were made to borrowers or received from depositors who live and/or primarily conduct business in Wisconsin. Therefore, our success will depend in large part upon the general economic conditions in this area, which we cannot predict with certainty. This geographic concentration imposes risks from lack of geographic diversification, as adverse economic developments in Wisconsin, among other things, could affect the volume of loan originations, increase the level of nonperforming assets, increase the rate of foreclosure losses on loans and reduce the value of our loans and loan servicing portfolio. Any regional or local economic downturn that affects Wisconsin or existing or prospective borrowers or property values in such areas may affect us and our profitability more significantly and adversely than our competitors whose operations are less geographically concentrated.

Changes in interest rates could have an adverse impact on our results of operations and financial condition.

Our earnings and financial condition are dependent to a large degree upon net interest income, which is the difference, or spread, between interest earned on loans, securities and other interest-earning assets and interest paid on deposits, borrowings and other interest-bearing liabilities. When market rates of interest change, the interest we receive on our assets and the interest we pay on our liabilities may fluctuate. This may cause decreases in our spread and may adversely affect our earnings and financial condition.

Interest rates are highly sensitive to many factors including, without limitation: the rate of inflation; economic conditions; federal monetary policies; and stability of domestic and foreign markets.

Although we have implemented procedures we believe will reduce the potential effects of changes in interest rates on our net interest income, these procedures may not always be successful as some of these effects are outside of our control. Accordingly, changes in levels of market interest rates could materially and adversely affect our net interest income and our net interest margin, asset quality, loan and lease origination volume, liquidity or overall profitability.

Inflation could negatively impact our business, our profitability and our stock price.

Inflation has continued rising in 2022 at levels not seen for over 40 years. Inflationary pressures are currently expected to remain elevated throughout 2022 and are likely to continue into 2023. Prolonged periods of inflation may impact our profitability by negatively impacting our fixed costs and expenses, including increasing funding costs and expense related to talent acquisition and retention, and negatively impacting the demand for our products and services. Additionally, inflation may lead to a decrease in consumer and clients' purchasing power and negatively affect the need or demand for our products and services. If significant inflation continues, our business could be negatively affected by, among other things, increased default rates leading to credit losses which could decrease our appetite for new credit extensions. These inflationary pressures could result in missed earnings and budgetary projections causing our stock price to suffer.

We face strong competition from financial services companies and other companies that offer banking services.

We conduct our banking operations primarily in Wisconsin. Many of our competitors offer the same, or a wider variety of, banking services within our market areas, and we compete with them for the same customers. These competitors include banks with nationwide operations, regional banks and community banks. In many instances these national and regional banks have greater resources than we do, and the smaller community banks may have stronger ties in local markets than we do, which may put us at a competitive disadvantage. We also face competition from many other types of financial institutions, including fintech companies, thrift institutions, finance companies, brokerage firms, insurance companies, credit unions, mortgage banks and other financial intermediaries. In addition, a number of out-of-state financial institutions have opened offices and solicit deposits in our market areas. Increased competition in our markets may result in reduced loans and deposits, as well as reduced net interest margin and profitability. We compete with many forms of payments offered by both bank and non-bank providers, including a variety of new and evolving alternative payment mechanisms, systems and products, such as aggregators and web-based and wireless payment platforms or technologies, digital or “crypto” currencies, prepaid systems and payment services targeting users of social networks, communications platforms and online gaming. Our future success may depend, in part, on our ability to use technology competitively to offer products and services that provide convenience to customers and create additional efficiencies in our operations. If we are unable to attract and retain banking clients, we may be unable to continue to grow our loan and deposit portfolios, and our business, financial condition and results of operations may be adversely affected.

If we do not effectively manage our asset quality and credit risk, we could experience loan losses.

Making any loan involves various risks, including risks inherent in dealing with individual borrowers, risks of nonpayment, risks resulting from uncertainties as to the future value of collateral and cash flows available to service debt, and risks resulting from changes in economic and market conditions. Our credit risk approval and monitoring procedures may fail to identify or reduce these credit risks, as some of these risks are outside of our control, and they cannot completely eliminate all credit risks related to our loan portfolio. If the overall economic climate, including employment rates, real estate markets, interest rates and general economic growth, in the United States, generally, or Wisconsin, specifically, experiences material disruption, our borrowers may experience difficulties in repaying their loans, the collateral we hold may decrease in value or become illiquid, and the levels of nonperforming loans, charge-offs and delinquencies could rise and require additional provisions for loan losses, which would cause our net income and return on equity to decrease. The future effects of the continued elevated inflationary and interest rate environment on economic activity could negatively affect the collateral values associated with our existing loans, the ability to liquidate the real estate collateral securing our residential and commercial real estate loans, our ability to maintain loan origination volume and to obtain additional financing, the future demand for or profitability of our lending and services, and the financial condition and credit risk of our customers. Further, in the event of delinquencies, regulatory changes and policies designed to protect borrowers may slow or prevent us from making our business decisions or may result in a delay in our taking certain remediation actions, such as foreclosure. If borrowers fail to repay their loans, our financial condition and results of operations would be adversely affected.

Our provision and allowance for loan losses may not be adequate to cover actual credit losses.

We make various assumptions and judgments about the collectability of our loan and lease portfolio and utilize these assumptions and judgments when determining the provision and allowance for loan losses. The determination of the appropriate level of the provision for loan losses inherently involves a high degree of subjectivity and requires us to make significant estimates of current credit risks and future trends, all of which may undergo material changes, as we have experienced. Deterioration in economic conditions affecting borrowers, new information regarding existing loans, identification of additional problem loans and other factors, both within and outside of our control, may require an increase in the amount reserved in the allowance for loan losses. Due to the declining economic conditions, our customers may not be able to repay their loans according to the original terms, and the collateral securing the payment of those loans may be insufficient to pay any remaining loan balance. While we maintain our allowance to provide for loan defaults and non-performance, losses may exceed the value of the collateral securing the loans and the allowance may not fully cover any excess loss. In addition, bank regulatory agencies periodically review our provision and the total allowance for loan losses and may require an increase in the allowance for loan losses or future provisions for loan losses, based on judgments different than those of management. Any increases in the provision or allowance for loan losses will result in a decrease in

[Table of Contents](#)

our net income and, potentially, capital, and may have a material adverse effect on our financial condition or results of operations.

The current expected credit loss standard established by the Financial Accounting Standards Board will require significant data requirements and changes to methodologies.

In the aftermath of the 2007-2008 financial crisis, the Financial Accounting Standards Board, or FASB, decided to review how banks estimate losses in the ALL calculations, and it issued the final Current Expected Credit Loss, or CECL, standard on June 16, 2016. Currently, the impairment model used by many financial institutions is based on incurred losses, and loans are recognized as impaired when there is no longer an assumption that future cash flows will be collected in full under the originally contracted terms. This model will be replaced by the CECL model that will become effective for the Company for the fiscal year beginning after December 15, 2022 in which financial institutions will be required to use historical information, current conditions, and reasonable forecasts to estimate the expected loss over the life of the loan. The Company will record a one-time adjustment to its credit loss allowance, as of the beginning of the first quarter of 2023, equal to the difference between the amounts of its credit loss allowance under the incurred loss methodology and CECL. Moreover, the new accounting standard is likely, as a result of its requirement to estimate and recognize expected credit losses on new assets, to introduce greater volatility in our provision for credit loans and allowance for loan losses. Throughout 2022, our management ran a calculation of its allowance under ASU 2016-13 parallel to its current modeling to assess the functioning of the ASU 2016-13 model while also documenting the controls that will be in place around the process when the Company implements this standard. Results of these parallel runs indicate that the Bank's ALL to total loans coverage ratio will increase from 0.78% as of December 31, 2022, and to 1.10% - 1.20% upon implementation of ASU 2016-13 on January 1, 2023.

Because a significant portion of our loan portfolio is comprised of real estate loans, negative changes in the economy affecting real estate values and liquidity could impair the value of collateral securing our real estate loans and result in loan and other losses.

As of December 31, 2022, approximately 73.9% of our loan portfolio was comprised of loans with real estate as a primary or secondary component of collateral. This includes collateral consisting of income producing and residential construction properties, which properties tend to be more sensitive to general economic conditions and downturns in real estate markets. As a result, adverse developments affecting real estate values in our market areas could increase the credit risk associated with our real estate loan portfolio. The market value of real estate can fluctuate significantly in a short period of time as a result of market conditions in the area in which the real estate is located. Adverse changes affecting real estate values and the liquidity of real estate in one or more of our markets could increase the credit risk associated with our loan portfolio, and could result in losses that would adversely affect credit quality, financial condition, and results of operation. Negative changes in the economy affecting real estate values and liquidity in our market areas could significantly impair the value of property pledged as collateral on loans and affect our ability to sell the collateral upon foreclosure without a loss or additional losses. Collateral may have to be sold for less than the outstanding balance of the loan, which could result in losses on such loans. Such declines and losses could have a material adverse impact on our business, results of operations and growth prospects. If real estate values decline, it is also more likely that we would be required to increase our ALLL, which could adversely affect our financial condition, results of operations and cash flows.

We may be materially and adversely affected by the creditworthiness and liquidity of other financial institutions.

Financial services institutions are interrelated as a result of trading, clearing, counterparty, or other relationships. We have exposure to many different industries and counterparties, and routinely execute transactions with counterparties in the financial services industry, including commercial banks, brokers and dealers, investment banks and other institutional customers. Many of these transactions expose us to credit risk in the event of a default by, or questions or concerns about the creditworthiness of, a counterparty or client, or concerns about the financial services industry generally. In addition, our credit risk may be exacerbated when the collateral held by us cannot be realized upon or is liquidated at prices not sufficient to recover the full amount of the credit or derivative exposure due to us. Any such losses could have a material adverse effect on us.

We may not be able to meet our unfunded credit commitments, or adequately reserve for losses associated with our unfunded credit commitments.

A commitment to extend credit is a formal agreement to lend funds to a client as long as there is no violation of any condition established under the agreement. The actual borrowing needs of our customers under these credit commitments have historically been lower than the contractual amount of the commitments. A significant portion of these commitments expire without being drawn upon. Because of the credit profile of our customers, we typically have a substantial amount of total unfunded credit commitments, which is not reflected on our balance sheet. Actual borrowing needs of our customers may exceed our expected funding requirements, especially during a challenging economic environment when our client companies may be more dependent on our credit commitments due to the lack of available credit elsewhere, the increasing costs of credit, or the limited availability of financings from other sources. Any failure to meet our unfunded credit commitments in accordance with the actual borrowing needs of our customers may have a material adverse effect on our business, financial condition, results of operations or reputation.

If we are unable to grow our noninterest income, our growth prospects will be impaired.

Taking advantage of opportunities to develop new, and expand existing, streams of noninterest income, including service charges, loan servicing fees and income from the Bank's unconsolidated subsidiaries, is a part of our long-term growth strategy. If we are unsuccessful in our attempts to grow our noninterest income, our long-term growth will be impaired. Furthermore, focusing on these noninterest income streams may divert management's attention and resources away from our core banking business, which could impair our core business, financial condition and operating results.

Our future success is largely dependent upon our ability to successfully execute our business strategy.

Our future success, including our ability to achieve our growth and profitability goals, is dependent on the ability of our management team to execute on our long-term business strategy, which requires them to, among other things:

maintain and enhance our reputation; attract and retain experienced and talented bankers in each of our markets; maintain adequate funding sources, including by continuing to attract stable, low-cost deposits; enhance our market penetration in our metropolitan markets and maintain our leadership position in our community markets; improve our operating efficiency; implement new technologies to enhance the client experience and keep pace with our competitors; identify attractive acquisition targets, close on such acquisitions on favorable terms and successfully integrate acquired businesses; attract and maintain commercial banking relationships with well-qualified businesses, real estate developers and investors with proven track records in our market areas; attract sufficient loans that meet prudent credit standards; originate conforming residential mortgage loans for resale into secondary market to provide mortgage banking income; maintain adequate liquidity and regulatory capital and comply with applicable federal and state banking regulations; manage our credit, interest rate and liquidity risks; develop new, and grow our existing, streams of noninterest income; oversee the performance of third-party service providers that provide material services to our business; and control expenses in line with current projections.

Failure to achieve these strategic goals could adversely affect our ability to successfully implement our business strategies and could negatively impact our business, growth prospects, financial condition and results of operations. Further, if we do not manage our growth effectively, our business, financial condition, results of operations and future prospects could be negatively affected, and we may not be able to continue to implement our business strategy and successfully conduct our operations.

We follow a relationship-based operating model and our ability to maintain our reputation is critical to the success of our business.

We are a community bank, and our reputation is one of the most valuable components of our business. As such, we strive to conduct our business in a manner that enhances our reputation. This is done, in part, by recruiting, hiring and retaining bankers and other associates who share our core values of being an integral part of the communities we serve, delivering superior service to our clients and caring about our clients and associates. Furthermore, maintaining our reputation also

[Table of Contents](#)

depends on our ability to protect our brand name and associated intellectual property. If our reputation is negatively affected by the actions of our associates or otherwise, our business and operating results may be materially adversely affected.

We depend on our executive officers and other key individuals to continue the implementation of our long-term business strategy and could be harmed by the loss of their services and our inability to make up for such loss with qualified replacements.

We believe that our continued growth and future success will depend in large part on the skills of our management team and our ability to motivate and retain these individuals and other key individuals. The loss of any of their service could reduce our ability to successfully implement our long-term business strategy, our business could suffer and the value of our common stock could be materially adversely affected.

The success of our operating model depends on our ability to attract and retain talented bankers and associates in each of our markets.

We strive to attract and retain these bankers in each of our markets by fostering an entrepreneurial environment, empowering them with local decision making authority and providing them with sufficient infrastructure and resources to support their growth while also providing management with appropriate oversight. However, the competition for bankers in each of our markets is intense. We compete for talent with both smaller banks that may be able to offer bankers with more responsibility and autonomy and larger banks that may be able to offer bankers with higher compensation, resources and support. As a result, we may not be able to effectively compete for talent across our markets. Further, our bankers may leave us to work for our competitors and, in some instances, may take important banking and lending relationships with them to our competitors. If we are unable to attract and retain talented bankers in our markets, our business, growth prospects and financial results could be materially and adversely affected.

We may not realize all of the anticipated benefits of the acquisition of Denmark and Hometown.

Our ability to realize the anticipated benefits of the acquisition of Denmark and Hometown will depend, to a large extent, on our ability to successfully integrate the acquired businesses. The integration and combination of the acquired businesses is a complex, costly and time-consuming process. As a result, we will be required to devote significant management attention and resources to integrating their business practices and operations with ours. The integration process may disrupt our business and the businesses of Denmark and Hometown and, if implemented ineffectively, could limit the full realization of the anticipated benefits of the acquisitions. The failure to meet the challenges involved in integrating the acquired businesses and to realize the anticipated benefits of the acquisitions could cause an interruption of, or a loss of momentum in, our business activities or those of Denmark and Hometown and could adversely impact our business, financial condition and results of operations. In addition, the overall integration of the businesses may result in material unanticipated problems, expenses, liabilities, loss of customers and diversion of our management's and employees' attention. The challenges of combining the operations of the companies include, among others: difficulties in achieving anticipated cost savings, synergies, business opportunities and growth prospects, including the potential adverse impact of the Company's assumption of Denmark's and Hometown's outstanding debt obligations; difficulties in the integration of operations and teams; difficulties in the assimilation and retention of employees; difficulties in managing the expanded operations of a larger and more complex company; challenges in keeping existing customers and obtaining new customers; challenges in attracting and retaining key personnel, including personnel that are considered key to future success; challenges related to Denmark's and Hometown's credit quality and credit risk; and challenges in keeping key business relationships in place.

Many of these factors are outside of our control and any one of them could result in increased costs and liabilities, decreases in expected income and deposits, and diversion of management's time and energy, which could have a material adverse effect on our business, financial condition and results of operations. Additionally, even if the integration of Denmark and Hometown is successful, the full benefits of the transaction may not be realized, including the synergies, cost savings, growth opportunities or earnings accretion that are expected. These benefits may not be achieved within the anticipated time frame, or at all, and additional unanticipated costs may be incurred in the integration of the businesses. Furthermore, Denmark and/or Hometown may have unknown or contingent liabilities that we assumed in the acquisition that were not discovered during our due diligence. These liabilities could include exposure to unexpected asset quality problems, compliance and regulatory violations, key employee and client retention problems and other problems that could result in

significant costs to us.

All of these factors could cause dilution to our earnings per share, decrease or delay the expected accretive effect of the transaction, negatively impact the price of our common stock, or have a material adverse effect on our business, financial condition and results of operations.

Acquisitions may disrupt our business and dilute stockholder value, and integrating acquired companies may be more difficult, costly, or time-consuming than we expect.

Our pursuit of acquisitions may disrupt our business, and any equity that we issue as merger consideration may have the effect of diluting the value of your investment. In addition, we may fail to realize some or all of the anticipated benefits of completed acquisitions. We anticipate that the integration of businesses that we may acquire in the future will be a time-consuming and expensive process, even if the integration process is effectively planned and implemented.

In addition, our acquisition activities could be material to our business and involve a number of significant risks, including the following:

incurring time and expense associated with identifying and evaluating potential acquisitions and negotiating potential transactions, resulting in our attention being diverted from the operating of our existing business; using inaccurate estimates and judgments to evaluate credit, operations, management, and market risks with respect to the target company or the assets and liabilities that we seek to acquire; exposure to potential asset quality issues of the target company; intense competition from other banking organizations and other potential acquirers, many of which have substantially greater resources than we do; potential exposure to unknown or contingent liabilities of banks and businesses we acquire, including, without limitation, liabilities for regulatory and compliance issues; inability to realize the expected revenue increases, cost savings, increases in geographic or product presence, and other projected benefits of the acquisition; incurring time and expense required to integrate the operations and personnel of the combined businesses; inconsistencies in standards, procedures, and policies that would adversely affect our ability to maintain relationships with customers and employees; experiencing higher operating expenses relative to operating income from the new operations; creating an adverse short-term effect on our results of operations; losing key employees and customers; significant problems related to the conversion of the financial and customer data of the entity; integration of acquired customers into our financial and customer product systems; potential changes in banking or tax laws or regulations that may affect the target company; or risks of impairment to goodwill or litigation risk.

If difficulties arise with respect to the integration process, the economic benefits expected to result from acquisitions might not occur. As with any merger of financial institutions, there also may be business disruptions that cause us to lose customers or cause customers to move their business to other financial institutions. Failure to successfully integrate businesses that we acquire could have an adverse effect on our profitability, return on equity, return on assets, or our ability to implement our strategy, any of which in turn could have a material adverse effect on our business, financial condition, and results of operations.

If the goodwill that we recorded in connection with a business acquisition becomes impaired, it could require a change to earnings.

Goodwill represents the amount by which the purchase price exceeds the fair value of net assets acquired in a business combination. We review goodwill for impairment at least annually, or more frequently if events or changes in circumstances indicate the carrying value of the asset might be impaired. We evaluate goodwill for impairment by comparing the estimated fair value of each reporting unit with its carrying amount, including goodwill. If the carrying amount of a reporting unit exceeds its estimated fair value, an impairment loss is recognized in an amount equal to that excess. Factors that could cause an impairment charge include adverse changes to macroeconomic conditions, declines in the profitability of the reporting unit, or declines in the tangible book value of the reporting unit. Future evaluations of goodwill may result in impairment which could have a material adverse effect on our business, financial condition and results of operations.

[Table of Contents](#)

Liquidity risk could impair our ability to fund operations and jeopardize our financial condition.

Liquidity is essential to our business. An inability to raise funds through deposits, borrowings, the sale of loans and other sources could have a substantial negative effect on the Company's liquidity. Our access to funding sources in amounts adequate to finance our activities or on terms which are acceptable to us could be impaired by factors that affect us specifically or the financial services industry or economy in general. A decrease in the level of our business activity as a result of a downturn in the markets in which our loans are concentrated as well as adverse regulatory actions against us could detrimentally impact our access to liquidity sources. In addition, our access to deposits may be affected by the liquidity and/or cash flow needs of depositors, which may be exacerbated in an inflationary, recessionary, or elevated rate environment. Our ability to borrow could also be impaired by factors that are not specific to us, such as a disruption in the financial markets or negative views and expectations about the prospects for the financial services industry generally.

Our funding sources may prove insufficient to replace deposits and support our future growth.

Deposits, cash flows from operations (including from our mortgage business) and investment securities for sale are the primary sources of funds for our lending activities and general business purposes. However, from time to time we also obtain advances from the Federal Home Loan Bank ("FHLB"), purchase federal funds, engage in overnight borrowing from the Federal Reserve and correspondent banks and sell loans. While we believe our current funding sources to be adequate, our future growth may be severely constrained if we are unable to maintain our access to funding or if adequate financing is not available on acceptable terms to accommodate future growth, which could have a material adverse effect on our financial condition, results of operations or cash flows. Moreover, competition among U.S. banks and non-banks for customer deposits is intense and may increase the cost of deposits (particularly in an elevated rate environment) or prevent new deposits and may otherwise negatively affect our ability to grow our deposit base. This may cause our deposit accounts to decrease in the future, and any such decrease could have a material adverse impact on our sources of funding.

Decreased residential mortgage origination, volume and pricing decisions of competitors may adversely affect our profitability.

Our mortgage operation originates and sells residential mortgage loans and services residential mortgage loans. Changes in interest rates, housing prices, financial stress on borrowers as a result of economic conditions, regulations by the applicable governmental authorities and pricing decisions by our loan competitors may adversely affect demand for our residential mortgage loan products, the revenue realized on the sale of loans, revenues received from servicing such loans for others, and ultimately reduce our net income. New regulations, increased regulatory reviews, and/or changes in the structure of the secondary mortgage markets which we would utilize to sell mortgage loans may be introduced and may increase costs and make it more difficult to operate a residential mortgage origination business.

The fair value of our investment securities may decline.

As of December 31, 2022, the fair value of our available for sale securities portfolio was approximately \$304.6 million. Factors beyond our control can significantly influence the fair value of our securities and can cause adverse changes to the fair value of these securities. These factors include rating agency actions, defaults by or other adverse events affecting the issuer, lack of liquidity, changes in market interest rates, and continued instability in the capital markets. A prolonged decline in the fair value of our securities could result in an other-than-temporary impairment write-down, which would affect our results of operations.

System failure or breaches of our network security, or the security of our data processing subsidiary, including as a result of cyberattacks or data security breaches, could subject us to increased operating costs as well as litigation and other liabilities.

The computer systems and network infrastructure we use may be vulnerable to physical theft, fire, power loss, telecommunications failure or a similar catastrophic event, as well as security breaches, denial of service attacks, viruses, worms and other disruptive problems caused by hackers. Any damage or failure that causes breakdowns or disruptions in our client relationship management, general ledger, deposit, loan and other systems could damage our reputation, result in a loss of client business, subject us to additional regulatory scrutiny, or expose us to civil litigation and possible financial liability, any of which could have a material adverse effect on us.

[Table of Contents](#)

Computer break-ins, phishing and other disruptions could also jeopardize the security of information stored in and transmitted through our computer systems and network infrastructure. Information security risks have generally increased in recent years in part because of the proliferation of new technologies, the use of the Internet and telecommunications technologies to conduct financial transactions, and the increased sophistication and activities of organized crime, hackers, terrorists, activists, and other external parties. Our operations rely on the secure processing, transmission and storage of confidential information in our computer systems and networks. Although we believe we have robust information security procedures and controls, our technologies, systems, networks, and our clients' devices may become the target of cyberattacks or information security breaches that could result in the unauthorized release, gathering, monitoring, misuse, loss or destruction of our or our clients' confidential, proprietary and other information, or otherwise disrupt our or our clients' business operations. As cyber threats continue to evolve, we may be required to expend significant additional resources to continue to modify or enhance our protective measures or to investigate and remediate any information security vulnerabilities. In addition, as the regulatory environment related to information security, data collection and use, and privacy becomes increasingly rigorous, with new and constantly changing requirements applicable to our business, compliance with those requirements could also result in additional costs.

We are under continuous threat of loss due to hacking and cyberattacks especially as we continue to expand client capabilities to utilize internet and other remote channels to transact business. While we are not aware of any successful hacking or cyberattacks into our computer or other information technology systems, or those of our data processing subsidiary, there can be no assurance that we will not be the victim of successful hacking or cyberattacks in the future that could cause us to suffer material losses. The occurrence of any cyberattack or information security breach could result in potential liability to clients, reputational damage and the disruption of our operations, and regulatory concerns, all of which could adversely affect our business, financial condition or results of operations.

The financial services industry is undergoing rapid technological changes and we may not have the resources to implement new technology to stay current with these changes.

The financial services industry is undergoing rapid technological changes with frequent introductions of new technology-driven products and services. These trends were accelerated by the COVID-19 pandemic, increasing demand for mobile banking solutions. In addition to better serving clients, the effective use of technology increases efficiency and enables financial institutions to reduce costs. Our future success will depend in part upon our ability to address the needs of our clients by using technology to provide products and services that will satisfy client demands for convenience as well as to provide secure electronic environments and create additional efficiencies in our operations as we continue to grow and expand our market area. Many of our larger competitors have substantially greater resources to invest in technological improvements and have invested significantly more than us in technological improvements. As a result, they may be able to offer additional or more convenient products compared to those that we will be able to provide, which would put us at a competitive disadvantage. Accordingly, we may not be able to effectively implement new technology-driven products and services or be successful in marketing such products and services to our clients, which could impair our growth and profitability. In addition, some of our competitors are subject to less regulation and/or more favorable tax treatment, which may put us at a competitive disadvantage.

We are subject to certain operational risks, including, but not limited to, client or employee fraud and data processing system failures and errors.

Employee errors and employee and client misconduct could subject us to financial losses or regulatory sanctions and seriously harm our reputation. Misconduct by our employees could include hiding unauthorized activities from us, improper or unauthorized activities on behalf of our clients or improper use of confidential information. It is not always possible to prevent employee errors and misconduct, and the precautions we take to prevent and detect this activity may not be effective in all cases. Employee errors could also subject us to financial claims for negligence. We maintain a system of internal controls and insurance coverage to mitigate against operational risks. If our internal controls fail to prevent or detect an occurrence, or if any resulting loss is not insured or exceeds applicable insurance limits, it could have a material adverse effect on our business, financial condition and results of operations.

In addition, we rely heavily upon information supplied by third parties, including the information contained in credit applications, property appraisals, title information, equipment pricing and valuation and employment and income

[Table of Contents](#)

documentation, in deciding which loans we will originate, as well as the terms of those loans. If any of the information upon which we rely is misrepresented, either fraudulently or inadvertently, and the misrepresentation is not detected prior to asset funding, the value of the asset may be significantly lower than expected, or we may fund a loan that we would not have funded or on terms we would not have extended.

We depend on a number of third-party service providers and our operations could be interrupted if these third-party service providers experience difficulty, terminate their services or fail to comply with banking regulations.

We depend on a number of relationships with third-party service providers. Specifically, we receive core systems processing, essential web hosting and other Internet systems, deposit processing and other processing services from third-party service providers. If these third-party service providers experience difficulties, or terminate their services, and we are unable to replace them with other service providers, particularly on a timely basis, our operations could be interrupted. If an interruption were to continue for a significant period of time, our business, financial condition and results of operations could be adversely affected, perhaps materially. Even if we are able to replace third-party service providers, it may be at a higher cost to us, which could adversely affect our business, financial condition and results of operations.

We may need to raise additional capital in the future.

We are required to meet certain regulatory capital requirements and maintain sufficient liquidity. We may need to raise additional capital in the future to provide us with sufficient capital resources and liquidity to meet our commitments and business needs, which could include the possibility of financing acquisitions. Our ability to raise additional capital depends on conditions in the capital markets, economic conditions and a number of other factors, including investor perceptions regarding the banking industry, market conditions and governmental activities, and on our financial condition and performance. Accordingly, we may be unable to raise additional capital if needed or on terms acceptable to us. Further, such additional capital could result in dilution to our existing shareholders. If we or the Bank fail to maintain capital to meet regulatory requirements, our financial condition, liquidity and results of operations, as well as our ability to maintain compliance with regulatory capital requirements, would be materially and adversely affected.

Changes in accounting standards could materially impact our financial statements.

From time to time, FASB or the SEC may change the financial accounting and reporting standards that govern the preparation of our financial statements. Such changes may result in us being subject to new or changing accounting and reporting standards. In addition, the bodies that interpret the accounting standards (such as banking regulators or outside auditors) may change their interpretations or positions on how these standards should be applied. These changes may be beyond our control, can be hard to predict and can materially impact how we record and report our financial condition and results of operations. In some cases, we could be required to apply a new or revised standard retrospectively, or apply an existing standard differently, also retrospectively, in each case resulting in our needing to revise or restate prior period financial statements.

Risks related to the business environment and our industry

The Company is subject to extensive government regulation and supervision, which may interfere with our ability to conduct our business and may negatively impact our financial results.

The Company, primarily through the Bank and certain non-bank subsidiaries, are subject to extensive federal and state regulation and supervision. Banking regulations are primarily intended to protect depositors' funds and the safety and soundness of the banking system as a whole, and not shareholders. These regulations affect the Bank's lending practices, capital structure, investment practices, dividend policy and growth, among other things. Congress and federal regulatory agencies continually review banking laws, regulations and policies for possible changes. Changes to statutes, regulations or regulatory policies, including changes in interpretation or implementation of statutes, regulations or policies, could affect the Company and/or the Bank in substantial and unpredictable ways. Such changes could subject the Company and/or the Bank to additional costs, limit the types of financial services and products the Company and/or the Bank may offer, and/or limit the pricing the Company and/or the Bank may charge on certain banking services, among other things. Compliance personnel and resources may increase our costs of operations and adversely impact our earnings.

Failure to comply with laws, regulations or policies could result in sanctions by regulatory agencies, civil money penalties

and/or reputation damage, which could have a material adverse effect on our business, financial condition and results of operations. While the Company has policies and procedures designed to prevent any such violations, there can be no assurance that such violations will not occur. See “Business - Supervision and Regulation”.

Federal regulatory agencies, including the Federal Reserve and the OCC, periodically conduct examinations of our business, including for compliance with laws and regulations, and our failure to comply with any supervisory actions to which we are or become subject as a result of such examinations may adversely affect our business.

Federal regulatory agencies, including the Federal Reserve and the OCC, periodically conduct examinations of our business, including our compliance with laws and regulations. If, as a result of an examination, an agency were to determine that the financial, capital resources, asset quality, earnings prospects, management, liquidity, or other aspects of any of our operations had become unsatisfactory, or violates any law or regulation, such agency may take certain remedial or enforcement actions it deems appropriate to correct any deficiency. Remedial or enforcement actions include the power to enjoin “unsafe or unsound” practices, to require affirmative actions to correct any conditions resulting from any violation or practice, to issue an administrative order that can be judicially enforced against a bank, to direct an increase in the bank’s capital, to restrict the bank’s growth, to assess civil monetary penalties against a bank’s officers or directors, and to remove officers and directors. The CFPB also has authority to take enforcement actions, including cease-and-desist orders or civil monetary penalties, if it finds that we offer consumer financial products and services in violation of federal consumer financial protection laws.

If we were unable to comply with future regulatory directives, or if we were unable to comply with the terms of any future supervisory requirements to which we may become subject, then we could become subject to a variety of supervisory actions and orders, including cease-and-desist orders, prompt corrective actions, memoranda of understanding and other regulatory enforcement actions. Such supervisory actions could, among other things, impose greater restrictions on our business, as well as our ability to develop any new business. We could also be required to raise additional capital, dispose of certain assets and liabilities within a prescribed time period, or both. Failure to implement remedial measures as required by financial regulatory agencies could result in additional orders or penalties from federal and state regulators, which could trigger one or more of the remedial actions described above. The terms of any supervisory action and associated consequences with any failure to comply with any supervisory action could have a material negative effect on our business, operating flexibility and overall financial condition.

The Federal Reserve has implemented significant economic strategies that have impacted interest rates, inflation, asset values, and the shape of the yield curve, over which the Company has no control and which the Company may not be able to adequately anticipate.

In recent years, the Federal Reserve implemented a series of accommodative domestic monetary initiatives. Several of these have emphasized so-called quantitative easing strategies and decreases to the Federal funds target rate. The Federal Reserve reduced rates five times during 2019 through 2021. However, in response to the significant increase in the domestic inflation rate in the U.S, the Federal Reserve increased the federal funds target rate seven times in 2022 for a total increase of 4.25%, and indicated additional increases would be forthcoming in 2023. Also during 2022, The Federal reserve has implemented quantitative tightening. Further rate changes reportedly are dependent on the Federal Reserve’s assessment of economic data as it becomes available. The Company cannot predict the nature or timing of future changes in monetary, economic, or other policies or the effect that they may have on the Company’s business activities, financial condition and results of operations.

The current economic environment poses significant challenges and could adversely affect our financial condition and results of operations.

We are operating in a challenging and uncertain economic environment. The global credit and financial markets have from time to time experienced extreme volatility and disruptions, including severely diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, increases in unemployment rates, high rates of inflation, and uncertainty about economic stability. As a result, financial institutions continue to be affected by uncertainty in the real estate market, the credit markets, and the national financial market generally. We retain direct exposure to the commercial and residential real estate markets, and we are affected by events in these markets. The financial markets and the global

[Table of Contents](#)

economy may also be adversely affected by the current or anticipated impact of military conflict, including the current conflict between Russia and Ukraine, which is increasing volatility in commodity and energy prices, creating supply chain issues and causing instability in financial markets. Sanctions imposed by the United States and other countries in response to such conflict could further adversely impact the financial markets and the global economy, and any economic countermeasures by the affected countries or others could exacerbate market and economic instability.

We are subject to lending concentration risk, which could cause our regulators to restrict our ability to grow.

A substantial portion of our loan portfolio is secured by real estate. In weak economies, or in areas where real estate market conditions are distressed, we may experience a higher than normal level of nonperforming real estate loans. The collateral value of the portfolio and the revenue stream from those loans could come under stress, and additional provisions for the allowance for credit losses could be necessitated. Our ability to dispose of foreclosed real estate at prices at or above the respective carrying values could also be impaired, causing additional losses.

Commercial real estate ("CRE") is cyclical and poses risks of loss to us due to our concentration levels and risk of the asset, especially during a difficult economy, including the current stressed economy. As of December 31, 2022, 73.9% of our loan portfolio was comprised of loans secured by commercial real estate. The banking regulators continue to give CRE lending greater scrutiny, and banks with higher levels of CRE loans are expected to implement improved underwriting, internal controls, risk management policies and portfolio stress testing, as well as higher levels of allowances for possible losses and capital levels as a result of CRE lending growth and exposures.

Although we are actively working to manage our CRE concentration and believe that our underwriting policies, management information systems, independent credit administration process, and monitoring of real estate loan concentrations are currently sufficient to address the CRE Concentration Guidance, the OCC or other federal regulators could become concerned about our CRE loan concentrations, and they could limit our ability to grow by, among other things, restricting their approvals for the establishment or acquisition of branches, or approvals of mergers or other acquisition opportunities. Our loan portfolio contains several industry and collateral concentrations including, but not limited to, commercial and residential real estate. Due to the exposure in these concentrations, disruptions in markets, economic conditions, changes in laws or regulations or other events could cause a significant impact on the ability of borrowers to repay and may have a material adverse effect on our business, financial condition and results of operations.

The Federal Reserve may require us to commit capital resources to support the Bank.

The Federal Reserve, which examines us and the Bank, requires a bank holding company to act as a source of financial and managerial strength to a subsidiary bank and to commit resources to support such subsidiary bank. Under the "source of strength" doctrine, the Federal Reserve may require a bank holding company to make capital injections into a troubled subsidiary bank and may charge the bank holding company with engaging in unsafe and unsound practices for failure to commit resources to such a subsidiary bank. In addition, the Dodd-Frank Act directs the federal bank regulators to require that all companies that directly or indirectly control an insured depository institution serve as a source of strength for the institution. Under these requirements, in the future, we could be required to provide financial assistance to the Bank if it experiences financial distress.

A capital injection may be required at times when we do not have the resources to provide it, and therefore we may be required to borrow the funds. In the event of a bank holding company's bankruptcy, the bankruptcy trustee will assume any commitment by the holding company to a federal bank regulatory agency to maintain the capital of a subsidiary bank. Moreover, bankruptcy law provides that claims based on any such commitment will be entitled to a priority of payment over the claims of the holding company's general unsecured creditors, including the holders of its note obligations. Thus, any borrowing that must be done by the holding company in order to make the required capital injection becomes more difficult and expensive and will adversely impact the holding company's cash flows, financial condition, results of operations and prospects.

The Company may be subject to more stringent capital requirements.

The Bank is subject to capital adequacy guidelines and other regulatory requirements specifying minimum amounts and types of capital which the Bank must maintain. From time to time, the regulators implement changes to these regulatory capital adequacy guidelines. If the Bank fails to meet these minimum capital guidelines and other regulatory requirements, our financial condition would be materially and adversely affected. We may also be required to satisfy additional capital

adequacy standards as determined by the Federal Reserve. These requirements, and any other new regulations, could adversely affect our ability to pay dividends, or could require us to reduce business levels or to raise capital, including in ways that may adversely affect our financial condition or results of operations.

Monetary policies and regulations of the Federal Reserve could adversely affect our business, financial condition and results of operations.

In addition to being affected by general economic conditions, our earnings and growth are affected by the policies of the Federal Reserve. An important function of the Federal Reserve is to regulate the money supply and credit conditions. Among the instruments used by the Federal Reserve to implement these objectives are open market operations in U.S. government securities, adjustments of the discount rate and changes in reserve requirements against bank deposits. These instruments are used in varying combinations to influence overall economic growth and the distribution of credit, bank loans, investments and deposits. Their use also affects interest rates charged on loans or paid on deposits. The monetary policies and regulations of the Federal Reserve have had a significant effect on the operating results of commercial banks in the past and are expected to continue to do so in the future. The effects of such policies upon our business, financial condition and results of operations cannot be predicted.

The COVID-19 pandemic and the resulting adverse economic conditions have adversely impacted, and could continue to adversely impact, our business, financial condition, liquidity, capital and results of operations.

While the level of disruption caused by, and the economic impact of, COVID-19 subsided in 2022, the extent and duration to which the continuing COVID-19 pandemic will impact our business in the future is unknown and will depend on future developments, which are highly uncertain and outside our control. These developments include the duration and severity of the pandemic (including the possibility of further surges of new or existing COVID-19 variants of concern), supply chain disruptions, decreased demand for our products and services or those of our borrowers, which could increase our credit risk, rising inflation, our ability to maintain sufficient qualified personnel due to labor shortages, talent attrition, employee illness, quarantine, willingness to return to work, and the actions taken by governments, businesses and individuals to contain the impact of COVID-19, as well as further actions taken by governmental authorities to limit the resulting economic impact. It is also possible that the pandemic and its aftermath will lead to a prolonged economic slowdown in sectors disproportionately affected by the pandemic or recession in the U.S. economy or the world economy in general.

ESG risks could adversely affect our reputation and shareholder, employee, client and third party relationships and may negatively affect our stock price.

Our business faces increasing public scrutiny related to environmental, social and governance (“ESG”) activities. We risk damage to our brand and reputation if we fail to act responsibly in a number of areas, such as diversity, equity, inclusion, environmental stewardship, human capital management, support for our local communities, corporate governance and transparency, or fail to consider ESG factors in our business operations.

Furthermore, as a result of our diverse base of clients and business partners, we may face potential negative publicity based on the identity of our clients or business partners and the public’s (or certain segments of the public’s) view of those entities. Such publicity may arise from traditional media sources or from social media and may increase rapidly in size and scope. If our client or business partner relationships were to become intertwined in such negative publicity, our ability to attract and retain clients, business partners, and employees may be negatively impacted, and our stock price may also be negatively impacted. Additionally, we may face pressure to not do business in certain industries that are viewed as harmful to the environment or are otherwise negatively perceived, which could impact our growth. Additionally, investors and shareholder advocates are placing ever increasing emphasis on how corporations address ESG issues in their business strategy when making investment decisions and when developing their investment theses and proxy recommendations. We may incur meaningful costs with respect to our ESG efforts and if such efforts are negatively perceived, our reputation and stock price may suffer. In addition, ongoing legislative or regulatory uncertainties and changes regarding climate risk management and practices may result in higher regulatory, compliance, credit and reputational risks and costs.

[Table of Contents](#)

Our deposit insurance premiums could be substantially higher in the future, which could have a material adverse effect on our future earnings.

The FDIC insures deposits at FDIC-insured depository institutions, such as the Bank, up to applicable limits. The amount of a particular institution's deposit insurance assessment is based on that institution's risk classification under an FDIC risk-based assessment system. An institution's risk classification is assigned based on its capital levels and the level of supervisory concern the institution poses to its regulators. We are generally unable to control the amount of premiums that we are required to pay for FDIC insurance. Any future additional assessments, increases or required prepayments in FDIC insurance premiums could reduce our profitability, may limit our ability to pursue certain business opportunities or otherwise negatively impact our operations.

We are subject to federal and state fair lending laws, and failure to comply with these laws could lead to material penalties.

Federal and state fair lending laws and regulations, such as the Equal Credit Opportunity Act and the Fair Housing Act, impose nondiscriminatory lending requirements on financial institutions. The Department of Justice, CFPB and other federal and state agencies are responsible for enforcing these laws and regulations. Private parties may also have the ability to challenge an institution's performance under fair lending laws in private class action litigation. A successful challenge to our performance under the fair lending laws and regulations could adversely impact our rating under the Community Reinvestment Act and result in a wide variety of sanctions, including the required payment of damages and civil money penalties, injunctive relief, imposition of restrictions on merger and acquisition activity and restrictions on expansion activity, which could negatively impact our reputation, business, financial condition and results of operations.

We could face a risk of noncompliance and enforcement action with the Bank Secrecy Act and other anti-money laundering statutes and regulations.

The Bank Secrecy Act of 1970, the USA PATRIOT Act and other laws and regulations require financial institutions, among other duties, to institute and maintain effective anti-money laundering programs and file suspicious activity and currency transaction reports as appropriate. FinCEN, established by the U.S. Department of the Treasury to administer the Bank Secrecy Act, is authorized to impose significant civil money penalties for violations of those requirements and engages in coordinated enforcement efforts with the individual federal banking regulators, as well as the U.S. Department of Justice, Drug Enforcement Administration and IRS. There is also increased scrutiny of compliance with the rules enforced by OFAC related to U.S. sanctions regimes. If our policies, procedures and systems are deemed deficient or the policies, procedures and systems of the financial institutions that we have already acquired or may acquire in the future are deficient, we would be subject to liability, including fines and regulatory actions such as restrictions on our ability to pay dividends and the necessity to obtain regulatory approvals to proceed with certain aspects of our business plan, including our acquisition plans, which would negatively impact our business, financial condition and results of operations. Failure to maintain and implement adequate programs to combat money laundering and terrorist financing could also have serious reputational consequences for us. See "Business-Supervision and Regulation."

Risks related to our common stock

Applicable laws and regulations restrict both the ability of the Bank to pay dividends to the Company and the ability of the Company to pay dividends to our shareholders.

Both the Company and the Bank are subject to various regulatory restrictions relating to the payment of dividends. In addition, the Federal Reserve has the authority to prohibit bank holding companies from engaging in unsafe or unsound practices in conducting their business. These federal and state laws, regulations and policies are described in greater detail in "Business—Supervision and Regulation—Payment of Dividends," but generally look to factors such as previous results and net income, capital needs, asset quality, existence of enforcement or remediation proceedings, and overall financial condition.

For the foreseeable future, the majority, if not all, of the Company's revenue will be from any dividends paid to the Company by the Bank. Accordingly, our ability to pay dividends also depends on the ability of the Bank to pay dividends to us. Furthermore, the present and future dividend policy of the Bank is subject to the discretion of its board of directors.

We cannot guarantee that the Company or the Bank will be permitted by financial condition or applicable regulatory restrictions to pay dividends, that the board of directors of the Bank will elect to pay dividends to us, nor can we guarantee the timing or amount of any dividend actually paid.

Our stock price may be volatile.

The market price of our common stock may be volatile and could be subject to wide fluctuations in price in response to various factors, some of which are beyond our control, including rising interest rates and the impact of inflation. In addition, if the market for stocks in our industry, or the stock market in general, experiences a loss of investor confidence, the trading price of our common stock could decline for reasons unrelated to our business, financial condition or results of operations. If any of the foregoing occurs, it could cause our stock price to fall and may expose us to lawsuits that, even if unsuccessful, could be costly to defend and a distraction to management which could materially adversely affect our business, financial condition or results of operations.

Future sales of our common stock or securities convertible into our common stock may dilute our shareholders' ownership in us and may adversely affect us or the market price of our common stock.

We are generally not restricted from issuing additional shares of our common stock up to the authorized number of shares set forth in our charter. We may issue additional shares of our common stock or securities convertible into our common stock in the future pursuant to current or future employee stock option plans, employee stock grants, upon exercise of warrants or in connection with future acquisitions or financings. We cannot predict the size of any such future issuances or the effect, if any, that any such future issuances will have on the trading price of our common stock. Any such future issuances of shares of our common stock or securities convertible into common stock may have a dilutive effect on the holders of our common stock and could have a material negative effect on the trading price of our common stock.

Future sales of our common stock in the public market could lower our share price, and any additional capital raised by us through the sale of equity or convertible debt securities may dilute our shareholders ownership in us and may adversely affect us or the market price of our common stock.

We may sell additional shares of our common stock in public offerings, and issue additional shares of common stock or convertible securities to finance future acquisitions. We cannot predict the size of future issuances of our common stock or the effect, if any, that future issuances and sales of our common stock will have on the market price of our common stock. Sales of substantial amounts of our common stock (including shares that may be issued in connection with acquisitions), or the perception that such issuance could occur, may adversely affect prevailing market prices for our common stock.

The accuracy of our financial statements and related disclosures could be affected if the judgments, assumptions or estimates used in our critical accounting policies are inaccurate.

The preparation of financial statements and related disclosure in conformity with accounting principles generally accepted in the United States requires us to make judgments, assumptions and estimates that affect the amounts reported in our consolidated financial statements and accompanying notes. Our critical accounting policies, which are included in the section captioned "Management's Discussion and Analysis of Financial Condition and Results of Operations", describe those significant accounting policies and methods used in the preparation of our consolidated financial statements that we consider "critical" because they require judgments, assumptions and estimates that materially affect our consolidated financial statements and related disclosures. As a result, if future events differ significantly from the judgments, assumptions and estimates in our critical accounting policies, those events or assumptions could have a material impact on our consolidated financial statements and related disclosures.

We are an emerging growth company and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act, and we intend to take advantage of certain exemptions from various regulatory and reporting requirements that are applicable to public companies that are emerging growth companies, including, but not limited to, exemptions from being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic

[Table of Contents](#)

reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. In addition, even if we comply with the greater obligations of public companies that are not emerging growth companies, we may avail ourselves of the reduced requirements applicable to emerging growth companies from time to time in the future, so long as we are an emerging growth company. We will remain an emerging growth company for up to five years, though we will cease to be an emerging growth company earlier if we have more than \$1 billion in annual gross revenues, have more than \$700 million in market value of our common stock held by non-affiliates, or issue more than \$1 billion of non-convertible debt in a three-year period. Investors and securities analysts may find it more difficult to evaluate our common stock because we will rely on one or more of these exemptions and, as a result, investor confidence or the market price of our common stock may be materially and adversely affected.

Our securities are not FDIC insured.

Securities that we issue, including our common stock, are not savings or deposit accounts or other obligations of any bank, insured by the FDIC, any other governmental agency or instrumentality, or any private insurer, and are subject to investment risk, including the possible loss of our shareholders' investments.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our main office is located at 402 North 8th Street, Manitowoc, Wisconsin 54220. In addition, the Bank operates twenty-seven (27) additional branches located in fourteen (14) counties in Wisconsin, which includes the branches that were acquired in connection with the Company's acquisitions of Timberwood, Denmark and Hometown. The addresses of these offices are provided below. We believe these premises will be adequate for present and anticipated needs and that we have adequate insurance to cover our owned and leased premises. For each property that we lease, we believe that upon expiration of the lease we will be able to extend the lease on satisfactory terms or relocate to another acceptable location:

Office	Address	City, State, Zip	Lease/Own
Main Office	402 N. 8 th Street	Manitowoc, Wisconsin, 54220	Own
Appleton	4201 W. Wisconsin Avenue	Appleton, Wisconsin, 54913	Lease
Ashwaubenon	2865 S. Ridge Road	Green Bay, Wisconsin, 54304	Own
Bellevue	2747 Manitowoc Road	Green Bay, Wisconsin, 54311	Own
Cambridge	221 W. Main Street	Cambridge, Wisconsin, 53523	Own
Cedarburg	W61 N529 Washington Avenue	Cedarburg, Wisconsin, 53012	Own
Clintonville	135 S. Main Street	Clintonville, Wisconsin, 54929	Own
Denmark	103 E. Main Street	Denmark, Wisconsin, 54208	Own
Fond du Lac	245 N. Peters Avenue	Fond du Lac, Wisconsin, 54935	Own
Fond du Lac	80 Sheboygan Street	Fond du Lac, Wisconsin, 54935	Own
Iola	295 E. State Street	Iola, Wisconsin, 54945	Own
Kiel	110 Fremont Street	Kiel, Wisconsin, 53042	Own
Manitowoc	2915 Custer Street	Manitowoc, Wisconsin, 54220	Own
Mishicot	110 Baugniet Street	Mishicot, Wisconsin, 54228	Own
Oshkosh	1159 N. Koeller Street	Oshkosh, Wisconsin, 54902	Own
Pardeeville	512 S. Main Street	Pardeeville, Wisconsin, 53954	Own
Plymouth	2700 Eastern Avenue	Plymouth, Wisconsin, 53073	Own
Poynette	105 S. Main Street	Poynette, Wisconsin, 53955	Own
Reedsville	427 Manitowoc Street	Reedsville, Wisconsin, 54230	Own
Shawano	835 E. Green Bay Street	Shawano, Wisconsin, 54166	Own
Sheboygan	2600 Kohler Memorial Drive	Sheboygan, Wisconsin, 53081	Own
Tomah	110 W. Veterans Street	Tomah, Wisconsin, 54660	Own
Two Rivers	1703 Lake Street	Two Rivers, Wisconsin, 54241	Own
Valders	167 Lincoln Street	Valders, Wisconsin, 54245	Own
Watertown	104 W. Main Street	Watertown, Wisconsin, 54245	Own
Waupaca	111 Jefferson Street	Waupaca, Wisconsin, 54981	Own
Wautoma	105 Plaza Road	Wautoma, Wisconsin, 54982	Own
Whitelaw	202 N. Hickory Street	Whitelaw, Wisconsin, 54247	Own

ITEM 3. LEGAL PROCEEDINGS

The Company and its subsidiaries are parties to various claims and lawsuits arising in the course of their normal business activities. Although the ultimate outcome of these suits cannot be ascertained at this time, it is the opinion of management that none of these matters, even if it resolved adversely to the Company, will have a material adverse effect on the Company's consolidated financial position.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

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

Bank First registered its common stock under Section 12(b) of the Exchange Act on October 23, 2018, in connection with listing on the Nasdaq Capital Market, and trades under the symbol "BFC". Prior to October 23, 2018, Bank First's common stock was traded on the OTC Market Group's Pink tier under the symbol "BFNC". The trading volume of Bank First's common stock is less than that of banks with larger market capitalizations, even though Bank First has improved accessibility to its common stock first through its listing on Nasdaq. As of December 31, 2022, Bank First had approximately 1,596 shareholders of record, 10,064,858 shares issued and 9,021,696 shares outstanding.

Share Repurchase Program

On April 19, 2022, the Company reactivated its share repurchase program, pursuant to which the Company may repurchase up to \$30 million of its common stock, par value \$0.01 per share, for a period of one (1) year ending on April 18, 2023. The program was announced in a Current Report on Form 8-K on April 25, 2022. The table below sets forth information regarding repurchases of our common stock during the fourth quarter of 2022 under that program as well as pursuant to the 2020 Equity Plan and other repurchases.

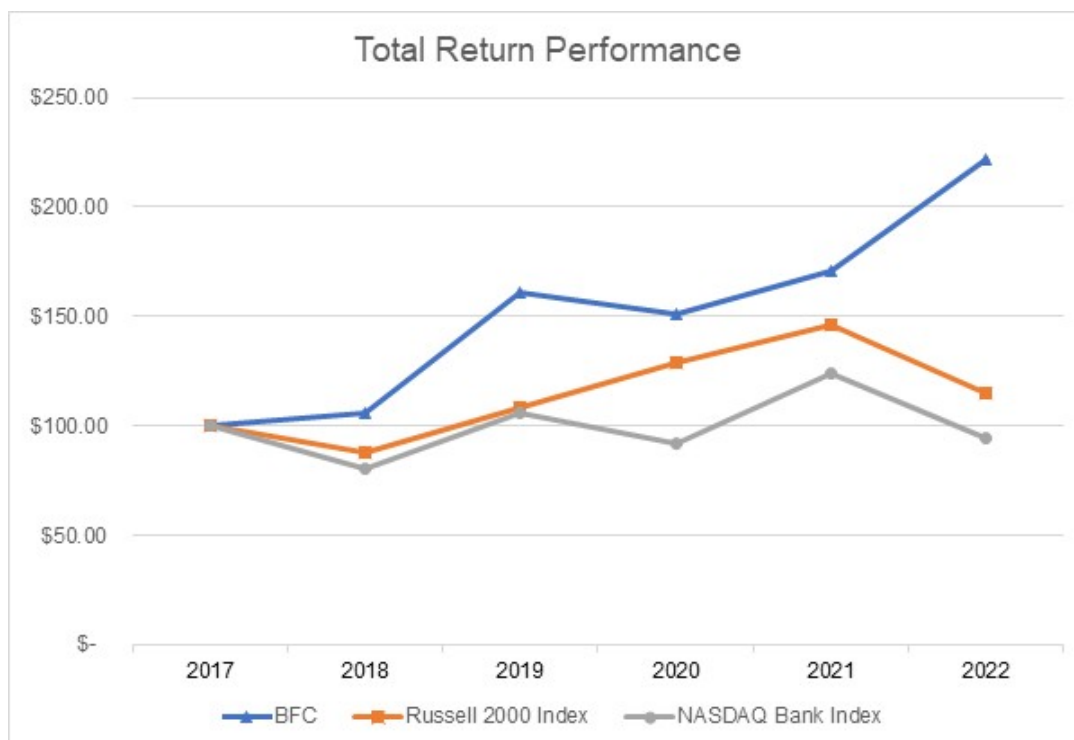
	Total Number of Shares Repurchased	Average Price Paid per Share ⁽¹⁾	Total Number of Shares Repurchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs ⁽²⁾
October 2022	0	\$ 0	0	193,946
November 2022	0	0	0	193,946
December 2022	0	0	0	193,946
Total	0	\$ 0	0	193,946

(1) The average price paid per share is calculated on a trade date basis for all open market transactions and excludes commissions and other transactions expenses.

(2) Based on the closing price per share as of December 31, 2022 (\$92.82).

Performance Graph

The following graph compares the yearly percentage change in cumulative shareholder return on Bank First stock with the cumulative total return of the Russell 2000 Index and the Nasdaq Bank Index for the last five fiscal years (assuming a \$100 investment on December 31, 2017 and reinvestment of all dividends). The following performance graph and related information are neither “soliciting material” nor “filed” with the SEC, nor shall such information be incorporated by reference into any future filings under the Securities Act or the Exchange Act, except to the extent the Company specifically incorporates it by reference into such filing.



Index	Period Ending					
	12/31/17	12/31/18	12/31/19	12/31/20	12/31/21	12/31/22
BFC	\$ 100.00	\$ 105.60	\$ 160.82	\$ 150.81	\$ 170.80	\$ 222.14
Russell 2000	100.00	87.82	108.66	128.61	146.23	114.70
Nasdaq Bank	100.00	80.40	106.23	91.75	123.91	94.51

ITEM 6. RESERVED

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

The following discussion and analysis of our consolidated financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes. Historical results of operations and the percentage relationships among any amounts included, and any trends that may appear, may not indicate trends in operations or results of operations for any future periods. We are a bank holding company and we conduct all of our material business operations through the Bank. As a result, the discussion and analysis above relates to activities primarily conducted at the Bank level.

We have made, and will continue to make, various forward-looking statements with respect to financial and business matters. Comments regarding our business that are not historical facts are considered forward-looking statements that involve inherent risks and uncertainties. Actual results may differ materially from those contained in these forward-looking statements. For additional information regarding our cautionary disclosures, see the "Cautionary Note Regarding Forward-Looking Statements" at the beginning of this Annual Report.

OVERVIEW

Bank First Corporation is a Wisconsin corporation that was organized primarily to serve as the holding company for Bank First, N.A. Bank First, N.A., which was incorporated in 1894, is a nationally-chartered bank headquartered in Manitowoc, Wisconsin. It is a member of the Federal Reserve, and is regulated by the OCC. Including its headquarters in Manitowoc, Wisconsin, the Bank has 28 banking locations in Brown, Columbia, Dane, Fond du Lac, Jefferson, Manitowoc, Monroe, Outagamie, Ozaukee, Shawano, Sheboygan, Waupaca, Waushara, and Winnebago counties in Wisconsin. The Bank offers loan, deposit and treasury management products at each of its banking locations.

As with most community banks, the Bank derives a significant portion of its income from interest received on loans and investments. The Bank's primary source of funding is deposits, both interest-bearing and noninterest-bearing. In order to maximize the Bank's net interest income, or the difference between the income on interest-earning assets and the expense of interest-bearing liabilities, the Bank must not only manage the volume of these balance sheet items, but also the yields earned on interest-earning assets and the rates paid on interest-bearing liabilities. To account for credit risk inherent in all loans, the Bank maintains an ALLL to absorb possible losses on existing loans that may become uncollectible. The Bank establishes and maintains this allowance by charging a provision for loan losses against operating earnings. Beyond its net interest income, the Bank further receives income through the net gain on sale of loans held for sale as well as servicing income which is retained on those sold loans. In order to maintain its operations and bank locations, the Bank incurs various operating expenses which are further described within the "Results of Operations" later in this section.

The Bank is a 49.8% member of a data processing subsidiary, UFS, LLC, which provides core data processing, endpoint management cloud services, cyber security and digital banking solutions for over 60 Midwest banks. The Bank, through its 100% owned subsidiary TVG Holdings, Inc., also holds a 40% ownership interest in Ansay & Associates, LLC, an insurance agency providing clients primarily located in Wisconsin with insurance and risk management solutions. These unconsolidated subsidiary interests contribute noninterest income to the Bank through their underlying annual earnings.

As of December 31, 2022, the Company had total consolidated assets of \$3.66 billion, total loans of \$2.89 billion, total deposits of \$3.06 billion and total stockholders' equity of \$453.1 million. The Company employs approximately 382 full-time equivalent employees and has an assets-to-FTE ratio of approximately \$11.2 million. For more information, see the Company's website at www.bankfirst.com.

Recent acquisitions

Tomah Bancshares, Inc.

On May 15, 2020, the Company completed a merger with Timberwood, a bank holding company headquartered in Tomah, WI, pursuant to the Agreement and Plan of Bank Merger dated as of November 20, 2019, by and between the Company and Timberwood, whereby Timberwood was merged with and into the Company, and Timberwood Bank, Timberwood's wholly owned banking subsidiary, was merged with and into the Bank. Timberwood's principal activity was the ownership and operation of Timberwood Bank, a state-chartered banking institution that operated one (1) branch in Wisconsin at the time of closing. The merger consideration totaled approximately \$29.8 million.

[Table of Contents](#)

Pursuant to the terms of the merger agreement, Timberwood shareholders received 5.1445 shares of the Company's common stock for each outstanding share of Timberwood common stock, and cash in lieu of any remaining fractional share. Company stock issued totaled 575,641 shares valued at approximately \$29.4 million, with cash of \$0.4 million comprising the remainder of merger consideration.

Denmark Bancshares, Inc.

On August 12, 2022, the Company completed a merger with Denmark, a bank holding company headquartered in Denmark, Wisconsin, pursuant to the merger agreement, dated as of January 18, 2022 by and between the Company and Denmark, whereby Denmark merged with and into the Company, and Denmark State Bank, Denmark's wholly-owned banking subsidiary, merged with and into the Bank. Denmark's principal activity was the ownership and operation of Denmark State Bank, a state-chartered banking institution that operated seven (7) branches in Wisconsin at the time of closing. The merger consideration totaled approximately \$128.8 million.

Pursuant to the terms of the merger agreement, Denmark shareholders could elect to receive either 0.5276 of a share of the Company's common stock or \$38.10 in cash for each outstanding share of Denmark common stock, subject to a maximum of 20% cash consideration in total, with cash paid in lieu of any remaining fractional share. Company stock issued totaled 1,579,530 shares valued at approximately \$124.8 million, with cash of \$4.0 million comprising the remainder of merger consideration.

Hometown Bancorp, Ltd.

On February 10, 2023, the Company completed a merger with Hometown Bancorp, Ltd. ("Hometown"), a bank holding company headquartered in Fond Du Lac, Wisconsin, pursuant to the Agreement and Plan of Bank Merger, dated as of July 25, 2022, by and between the Company and Hometown, whereby Hometown merged with and into the Company, and Hometown Bank, Hometown's wholly-owned banking subsidiary, merged with and into the Bank. Hometown's principal activity was the ownership and operation of Hometown Bank, a state-chartered banking institution that operated ten (10) branches in Wisconsin at the time of closing. The merger consideration totaled approximately \$130.5 million.

Pursuant to the terms of the merger agreement, Hometown shareholders could elect to receive either 0.3962 of a share of the Company's common stock or \$29.16 in cash for each outstanding share of Hometown common stock, subject to a maximum of 30% cash consideration in total, and cash in lieu of any remaining fractional share. Company stock issued totaled 1,450,272 shares valued at approximately \$115.1 million, with cash of \$15.4 million comprising the remainder of merger consideration. At close, the combined company had total assets of approximately \$4.2 billion, loans of approximately \$3.3 billion and deposits of approximately \$3.5 billion. These values are based on initial fair value estimates and are subject to change.

The Company accounts for these transactions under the acquisition method of accounting, and thus, the financial position and results of operations of acquired institutions prior to the consummation date are not included in the accompanying consolidated financial statements. The acquisition method of accounting required assets purchased and liabilities assumed to be recorded at their respective fair values at the date of acquisition. The Company determines the fair value of core deposit intangibles, securities, premises and equipment, loans, other assets and liabilities, deposits and borrowings with the assistance of third party valuations, appraisals, and third party advisors. The estimated fair values are subject to refinement for up to one year after the consummation as additional information becomes available relative to the closing date fair values.

CRITICAL ACCOUNTING POLICIES

The accounting and reporting policies of the Company conform to GAAP in the United States and general practices within the financial institution industry. Significant accounting and reporting policies are summarized below.

Business Combinations

We account for business combinations under the acquisition method of accounting in accordance with Accounting Standards Codification (ASC) 805, Business Combinations (ASC 805). We recognize the full fair value of the assets acquired and liabilities assumed and immediately expense transaction costs. There is no separate recognition of the acquired ALLL on the acquirer's balance sheet as credit related factors are incorporated directly into the fair value of the net tangible and intangible assets acquired. If the amount of consideration exceeds the fair value of assets purchased less the fair value of liabilities assumed, goodwill is recorded. Alternatively, if the amount by which the fair value of assets purchased exceeds the fair value of liabilities assumed and consideration paid, a gain (bargain purchase gain) is recorded. Fair values are subject to refinement for up to one year after the closing date of an acquisition as information relative to closing date fair values becomes available. Results of operations of the acquired business are included in the statement of income from the effective date of the acquisition.

Allowance for Loan and Lease Losses — Originated

The ALLL is established through a provision for loan losses charged to expense as losses are estimated to have occurred. Loan losses are charged against the allowance when management believes that the collectability of the principal is unlikely. Subsequent recoveries, if any, are credited to the allowance.

Management regularly evaluates the ALLL using general economic conditions, our past loan loss experience, composition of the portfolio, credit worthiness of the borrowers, the estimated value of the underlying collateral, the assumptions about cash flow, determination of loss factors for estimating credit losses and other relevant factors. This evaluation is inherently subjective since it requires material estimates that may be susceptible to significant change.

The ALLL consists of specific reserves for certain impaired loans and general reserves for non-impaired loans. Specific reserves reflect estimated losses on impaired loans from management's analyses developed through specific credit allocations. The specific credit reserves are based on regular analyses of impaired non-homogenous loans. These analyses involve a high degree of judgment in estimating the amount of loss associated with specific loans, including estimating the amount and timing of future cash flows and collateral values. The general reserve is based on our historical loss experience which is updated quarterly. The general reserve portion of the ALLL also includes consideration of certain qualitative factors such as (1) changes in lending policies and/or underwriting practices, (2) national and local economic conditions, (3) changes in portfolio volume and nature, (4) experience, ability and depth of lending management and other relevant staff, (5) levels of and trends in past-due and nonaccrual loans and quality, (6) changes in loan review and oversight, (7) impact and effects of concentrations and (8) other issues deemed relevant.

Management believes that the current ALLL is adequate. While management uses available information to recognize losses on loans, future additions to the allowance may be necessary based on changes in economic conditions. In addition, various regulatory agencies, as an integral part of their examination process, periodically review the ALLL. Such 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.

Allowance for Loan and Lease Losses — Acquired

The ALLL for acquired loans is calculated using a methodology similar to that described for originated loans. Performing acquired loans are subsequently evaluated for any required allowance at each reporting date. Such required allowance for each loan pool is compared to the remaining fair value discount for that pool. If greater, the excess is recognized as an addition to the allowance through a provision for loan losses. If less than the discount, no additional allowance is recorded. Charge-offs and losses first reduce any remaining fair value discount for the loan pool and once the discount is depleted, losses are applied against the allowance established for that pool.

For purchase credit impaired loans after an acquisition, cash flows expected to be collected are recast for each loan periodically as determined appropriate by management. If the present value of expected cash flows for a loan is less than its carrying value, impairment is reflected by an increase in the ALLL and a charge to the provision for loan losses. If the present value of the expected cash flows for a loan is greater than its carrying value, any previously established ALLL is reversed and any remaining difference increases the accretable yield which will be taken into income over the remaining life of the loan. Loans which were considered TDRs by the acquired institution prior to the acquisition are not required to be

classified as TDRs in our consolidated financial statements unless or until such loans would subsequently meet our criteria to be classified as such, since acquired loans were recorded at their estimated fair values at the time of the acquisition.

Impaired Investment Securities

Unrealized gains or losses considered temporary and the noncredit portion of unrealized losses deemed other-than-temporary are reported as an increase or decrease in accumulated other comprehensive income. The credit-related portion of unrealized losses deemed other-than-temporary is recorded in current period earnings. Realized gains or losses, determined on the basis of the cost of specific securities sold, are included in earnings. We evaluate securities for other-than-temporary impairment at least on a quarterly basis, and more frequently when economic or market concerns warrant such evaluation. As part of such monitoring, the credit quality of individual securities and their issuers are assessed. In addition, management considers the length of time and extent that fair value has been less than cost, the financial condition and near-term prospects of the issuer, and that the Company does not have the intent to sell the security and it is more likely than not that it will not have to sell the security before recovery of its cost basis. Adjustments to market value that are considered temporary are recorded as a separate component of equity, net of tax. If an impairment of security is identified as other-than-temporary based on information available such as the decline in the credit worthiness of the issuer, external market ratings or the anticipated or realized elimination of associated dividends, such impairments are further analyzed to determine if a credit loss exists. If there is a credit loss, it will be recorded in the consolidated statement of income in the period of identification.

Intangible Assets and Goodwill

Intangible assets consist of the value of core deposits and mortgage servicing assets and the excess of purchase price over fair value of net assets ("goodwill"). The value of core deposits is stated at cost less accumulated amortization and is amortized on a sum of the years digits basis over a period of one to ten years.

Mortgage servicing rights are recognized as separate assets when rights are acquired through purchase or through sale of mortgage loans with servicing retained. Servicing rights acquired through sale of financial assets are recorded based on the fair value of the servicing right. The determination of fair value is based on a valuation model and includes stratifying the mortgage servicing rights by predominant characteristics, such as interest rates and terms, and estimating the fair value of each stratum based on 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 costs to service, a discount rate, and prepayment speeds. Changes in fair value are recorded as an adjustment to earnings.

We perform a "qualitative" assessment of goodwill to determine whether further impairment testing of indefinite-lived intangible assets is necessary on at least an annual basis. If it is determined, as a result of performing a qualitative assessment over goodwill, that it is more likely than not that goodwill is impaired, management will perform an impairment test to determine if the carrying value of goodwill is realizable.

Deferred Tax Assets

Deferred tax assets ("DTA") and liabilities are determined using the liability method. DTAs and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities and the current enacted tax rates which will be in effect when these differences are expected to reverse. Provision (benefit) for deferred taxes is the result of changes in the DTAs and liabilities. Deferred taxes are reviewed quarterly and would be reduced by a valuation allowance if, based upon the information available, it is more likely than not that some or all of the DTAs will not be realized.

Recent Accounting Developments

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. Certain aspects of this ASU were updated in November 2018 by the issuance of ASU 2018-19, *Codification Improvements to Topic 326, Financial Instruments – Credit Losses*. The main objective of the ASU is to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. To achieve this objective, the amendments in the ASU replace the incurred loss impairment methodology in current GAAP with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. During 2019 FASB issued ASU 2019-10 which delayed the effective date of ASU 2016-13 for smaller, publicly traded companies, until interim and annual periods beginning after December 15, 2022. This delay applies to the Company as it was classified as a “Smaller reporting company” as defined in Rule 12b-2 of the Exchange Act as of the date ASU 2019-10 was enacted. During the first half of 2019 the Company engaged a third-party partner to assist in its implementation of this standard. Over the last three years significant progress has been made working through the assumptions, drivers, documentation and other mechanics for the calculation of the Company’s ALL under ASU 2016-13. Throughout 2022, management ran a calculation of its allowance under ASU 2016-13 parallel to its current modeling to assess the functioning of the ASU 2016-13 model while also documenting the controls that will be in place around the process when the Company implements this standard. Results of these parallel runs indicate that the Bank’s ALL to total loans coverage ratio will increase from 0.78% as of December 31, 2022, to 1.10% - 1.20% upon implementation of ASU 2016-13 on January 1, 2023.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. This ASU provides optional guidance for a limited period of time to ease the potential burden in accounting for (or recognizing the effects of) reference rate reform on financial reporting. It provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. The updated guidance was originally effective for all entities from March 12, 2020 through December 31, 2022. In December 2022, the FASB issued ASU 2022-06 which deferred the sunset date of Topic 848 from December 31, 2022 to December 31, 2024. The Corporation has been diligent in responding to reference rate reform and does not anticipate a significant impact to its financial statements as a result.

In March 2022, the FASB issued ASU 2022-02, *Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures*. This ASU provides guidance on eliminating the requirement for classification of and disclosures around troubled debt restructurings. The purpose of this guidance is to eliminate unnecessary and overly-complex disclosures of loans that are already incorporated into the allowance for credit losses and related disclosures. This ASU further requires the disclosure of current-period gross charge-offs by year of origination. The updated guidance is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, for all entities which have implemented ASU 2016-13. The Company has historically had very few credit relationships classified as troubled debt restructurings, and as such does not anticipate that the elimination of accounting for and disclosure of these types of credit relationships will have a significant impact to its financial statements upon implementation of ASU 2016-13 beginning with the first quarter of 2023.

RESULTS OF OPERATIONS

Results of Operations for the Years Ended December 31, 2022 and 2021

General. Net income decreased \$0.2 million, or 0.1%, to \$45.2 million for the year ended December 31, 2022, from \$45.4 million for the year ended December 31, 2021. During 2022, the Company experienced increased net interest income, a reduced provision for loan losses, a slowdown in retail mortgage lending which led to a large decrease in gains on sales of mortgage loans to the secondary market, and a significant increase in many noninterest expense areas as a result of the acquisition of Denmark which occurred during August 2022.

Net Interest Income. The management of interest income and expense is fundamental to our financial performance. Net interest income, the difference between interest income and interest expense, is the largest component of the Company’s total revenue. Management closely monitors both total net interest income and the net interest margin (net interest income divided by average earning assets). We seek to maximize net interest income without exposing the Company to an excessive level of interest rate risk through our asset and liability policies. Interest rate risk is managed by monitoring the

pricing, maturity and repricing options of all classes of interest-bearing assets and liabilities. Our net interest margin can also be adversely impacted by the reversal of interest on nonaccrual loans and the reinvestment of loan payoffs into lower yielding investment securities and other short-term investments.

Net interest income after provision for loan losses increased by \$14.9 million to \$101.9 million for the year ended December 31, 2022, from \$87.0 million for the year ended December 31, 2021. Interest income on loans increased by \$13.5 million, or 14.5%, from 2021 to 2022. Total average interest-earning assets increased to \$3.09 billion for the year ended December 31, 2022 from \$2.63 billion for the year ended December 31, 2021. The Bank's net interest margin decreased six basis points to 3.41% for the year ended December 31, 2022, down from 3.47% for the year ended December 31, 2021.

Interest Income. Total interest income increased \$18.1 million, or 18.4%, to \$116.5 million for the year ended December 31, 2022, up from \$98.4 million for the year ended December 31, 2021. This increase was primarily due to the \$455.2 million increase in average earning assets during 2022 when compared to 2021. Most of this growth was the result of the acquisition of Denmark in August 2022.

Interest Expense. Interest expense increased \$4.1 million, or 49.9%, to \$12.4 million for the year ended December 31, 2022, up from \$8.3 million for the year ended December 31, 2021. The increase was driven by a combination of increases in the average cost of interest-bearing liabilities, rising 12 basis points from 0.48% to 0.60%, and a \$362.4 million increase in average interest-bearing liabilities.

Interest expense on interest-bearing deposits increased by \$2.7 million to \$10.3 million for the year ended December 31, 2022, from \$7.5 million for the year ended December 31, 2021. This increase was due to the aforementioned higher interest rate environment and growth in average interest-bearing deposits totaling \$240.6 million year-over-year. The average cost of interest-bearing deposits was 0.54% for the year ended December 31, 2022, compared to 0.45% for the year ended December 31, 2021.

Provision for Loan Losses. Credit risk is inherent in the business of making loans. We establish an ALLL through charges to earnings, which are shown in the statements of operations as the provision for loan losses. Specifically identifiable and quantifiable known losses are promptly charged off against the allowance. The provision for loan losses is determined by conducting a quarterly evaluation of the adequacy of our ALLL and charging the shortfall or excess, if any, to the current quarter's expense. This has the effect of creating variability in the amount and frequency of charges to earnings. The provision for loan losses and level of allowance for each period are dependent upon many factors, including loan growth, net charge-offs, changes in the composition of the loan portfolio, delinquencies, management's assessment of the quality of the loan portfolio, the valuation of problem loans and the general economic conditions in our market area. The determination of the amount is complex and involves a high degree of judgment and subjectivity.

We recorded a provision for loan losses of \$2.2 million for the year ended December 31, 2022, compared to \$3.1 million for the year ended December 31, 2021. Our asset quality metrics during the course of 2022 continued the trend of remaining strong from 2021 and allowed for a further reduction in provision expense during 2022. The ALLL was \$22.7 million, or 0.78% of total loans, at December 31, 2022 compared to \$20.3 million, or 0.91% of total loans at December 31, 2021. The decrease in ALLL coverage to total loans from December 31, 2021, to December 31, 2022, was primarily due to a significant increase in the percentage of the Company's loan portfolio accounted for under purchase accounting year-over-year as a result of the Denmark acquisition. Under the Company's current allowance methodology, loans which are accounted for under purchase accounting do not require an ALLL reserve allocation.

Noninterest Income. Noninterest income is an important component of our total revenues. A significant portion of our noninterest income is associated with service charges and income from the Bank's unconsolidated subsidiaries, Ansay and UFS. Other sources of noninterest income include loan servicing fees and gains on sales of mortgage loans.

[Table of Contents](#)

Noninterest income decreased by \$3.7 million, or 15.7% to \$19.8 million for 2022, down from \$23.5 million during 2021. The primary driver of the decrease in noninterest income was the slowdown in the retail mortgage lending market, which drove a \$5.8 million decline in gains on sales of mortgage loans to the secondary market. This same slowdown positively impacted the valuation of the Company's mortgage servicing rights ("MSR") as certain assumptions in the calculation of fair value of these rights adjusted to the new market conditions, leading to \$1.6 more in positive valuation adjustments to MSRs in 2022 compared to 2021. Finally, income from the Company's investment in UFS saw a significant increase year-over-year as they continue to increase market share. The major components of our noninterest income are listed in the table below:

	For the Years Ended December 31,	
	2022	2021
(in thousands)		
Noninterest Income		
Service charges	\$ 5,810	\$ 6,128
Income from Ansay	2,558	2,587
Income from UFS	3,055	2,556
Loan servicing income	1,922	1,622
Valuation adjustment on MSR	2,865	1,290
Net gain on sales of mortgage loans	1,560	7,371
Net gain on sales and valuation of ORE	146	20
Other	1,931	1,967
Total noninterest income	<u>\$ 19,847</u>	<u>\$ 23,541</u>

Noninterest Expense. Noninterest expense increased \$11.5 million to \$62.1 million for the year ended December 31, 2022, up from \$50.6 million for the year ended December 31, 2021. Personnel expense increased \$4.6 million, or 16.3%, primarily as a result of the severance payments and the added scale from the Denmark acquisition that occurred during 2022. Occupancy expense increased \$1.3 million, or 30.2%, data processing increased \$1.0 million, or 18.3%, and outside service fees increased \$3.7 million, or 118.7%, primarily as a result of the Company completing the Denmark acquisition during 2022 with no corresponding acquisition during 2021. These areas of noninterest expense are typically elevated during years where acquisitions occur. Amortization of intangibles increased by \$0.9 million, or 65.0%, as the acquisition of Denmark led to a core deposit intangible of \$15.1 million which began amortizing during August 2022. The major components of our noninterest expense are listed in the table below:

	For the Years Ended December 31,	
	2022	2021
(In thousands)		
Noninterest Expense		
Salaries, commissions, and employee benefits	\$ 33,155	\$ 28,515
Occupancy	5,467	4,198
Data Processing	6,324	5,344
Postage, stationary, and supplies	771	713
Net loss on sales of securities	—	3
Advertising	271	227
Charitable contributions	718	534
Outside service fees	6,727	3,076
Amortization of intangibles	2,318	1,405
Other	6,348	6,541
Total noninterest expenses	<u>\$ 62,099</u>	<u>\$ 50,556</u>

Income Tax Expense. We recorded a provision for income taxes of \$14.4 million for the year ended December 31, 2022, compared to \$14.5 million for the year ended December 31, 2021, reflecting effective tax rates of 24.2% for both 2022 and 2021, respectively.

Results of Operations for the Years Ended December 31, 2021 and 2020

General. Net income increased \$7.4 million, or 19.4%, to \$45.4 million for the year ended December 31, 2021, from \$38.0 million for the year ended December 31, 2020. The primary reasons for the increase in profitability were increased net interest, a reduced provision for loan losses during 2021, robust retail mortgage lending which led to a large increase in gains on sales of mortgage loans to the secondary market, reduced losses on sales and valuations of OREO and a significant penalty for the early extinguishment of debt during 2020 that did not recur during 2021. This was offset by a small loss on sales of securities during 2021 that compared unfavorably to a gain of \$3.2 million on these sales during 2020 as well as a \$1.7 million gain on the sale of a branch location during 2020 with no similar gain during 2021.

Net Interest Income. Net interest income after provision for loan losses increased by \$7.3 million to \$87.0 million for the year ended December 31, 2021, from \$79.7 million for the year ended December 31, 2020. Interest income on loans decreased by \$1.9 million, or 1.9%, from 2020 to 2021. Total average interest-earning assets increased to \$2.63 billion for the year ended December 31, 2021 from \$2.31 billion for the year ended December 31, 2020. The Bank's net interest margin decreased 37 basis points to 3.47% for the year ended December 31, 2021, down from 3.84% for the year ended December 31, 2020.

Interest Income. Total interest income decreased \$2.3 million, or 2.30%, to \$98.4 million for the year ended December 31, 2021, down from \$100.7 million for the year ended December 31, 2020. This decrease was primarily due to yield on loans decreasing by 50 basis points from 4.75% during 2020 to 4.25% during 2021, which more than offset the \$185.1 million increase in average balances of loans during 2021.

Interest Expense. Interest expense decreased \$5.6 million, or 40.1%, to \$8.3 million for the year ended December 31, 2021, down from \$13.9 million for the year ended December 31, 2020. The decrease was driven by declines in the average cost of interest-bearing liabilities, falling 39 basis points from 0.87% to 0.48%. This decline was primarily the result of a significantly lower interest rate environment that developed through the first half of 2020 and continued throughout 2021.

Interest expense on interest-bearing deposits decreased by \$4.9 million to \$7.5 million for the year ended December 31, 2021, from \$12.5 million for the year ended December 31, 2020. This decrease was primarily due to the aforementioned lower interest rate environment, allowing the Company to significantly reduce crediting interest rates on non-time, interest-bearing deposit accounts. The average cost of interest-bearing deposits was 0.45% for the year ended December 31, 2021, compared to 0.83% for the year ended December 31, 2020.

Provision for Loan Losses. We recorded a provision for loan losses of \$3.1 million for the year ended December 31, 2021, compared to \$7.1 million for the year ended December 31, 2020. Provision expense was elevated during 2020 in response to uncertainty created by COVID-19 and society's response to it. Actual asset quality metrics during the course of 2021 remained strong, however, and allowed for a reduction in provision expense during that year. The ALLL was \$20.3 million, or 0.91% of total loans, at December 31, 2021 compared to \$17.7 million, or 0.81% of total loans, at December 31, 2020. The increase in ALLL coverage to total loans from December 31, 2020, to December 31, 2021, was primarily due to a smaller percentage of the Company's loan portfolio accounted for under purchase accounting year-over-year. Under the Company's current allowance methodology, loans which are accounted for under purchase accounting do not require an ALLL reserve allocation.

Noninterest Income. Noninterest income was \$23.5 million for 2021, compared to \$18.9 million during 2020. Service charges increased by \$1.1 million, or 22.5%, from 2020 to 2021, as a result of new markets and added scale from three acquisitions during the previous four years. Net gain on sales of mortgage loans increased by \$2.1 million from 2020 to 2021 as a result of a robust residential mortgage lending environment during 2021 spurred by historically low mortgage interest rates. The Company had sales of two large foreclosed properties scheduled to close late in the first quarter of 2020 which would have resulted in modest losses. Due to the economic turmoil that resulted during the last several weeks of the first quarter of 2020, terms of these sales were negatively impacted. Rather than hold these properties heading into this time of uncertainty, the Company chose to accept the reduced terms, causing significant losses on these sales that were the primary components of \$1.4 million in total losses on sales and valuations of other real estate owned during 2020. During 2021 the Company experienced a small overall gain on these types of transactions, creating a very favorable year-over-year comparison. Finally, the Company recorded a \$1.7 million gain on the sale of a branch location during December

[Table of Contents](#)

2020. There was no similar sale during 2021, causing other noninterest income to decrease year-over-year. The major components of our noninterest income are listed in the table below:

(in thousands)	For the Years Ended December 31,	
	2021	2020
Noninterest Income		
Service Charges	\$ 6,128	\$ 5,003
Income from Ansay	2,587	2,740
Income from UFS	2,556	3,066
Loan Servicing income	1,622	1,488
Valuation adjustment on mortgage servicing rights	1,290	(945)
Net gain on sales of mortgage loans	7,371	5,310
Net gain (loss) on other real estate owned	20	(1,395)
Other	1,967	3,625
Total noninterest income	<u>\$ 23,541</u>	<u>\$ 18,892</u>

Noninterest Expense. Noninterest expense increased \$1.8 million to \$50.6 million for the year ended December 31, 2021, up from \$48.7 million for the year ended December 31, 2020. Personnel expense increased \$1.2 million, or 4.6%, primarily as a result of customary annual salary increases. Occupancy expense decreased \$0.5 million, or 11.0%, data processing decreased \$0.2 million, or 3.1%, and outside service fees decreased \$1.0 million, or 25.2%, primarily as a result of the Company completing an acquisition of another institution during 2020 with no corresponding acquisition during 2021. These areas of noninterest expense are typically elevated during years where acquisitions occur. Due to uncertainty about liquidity needs in financial markets during the early days of the COVID-19 pandemic, the Company sold approximately \$34.0 million in U.S. Treasury Securities during the second quarter of 2020, resulting in a gain on sale of securities of \$3.2 million. This compared favorably to small losses on sales of securities during 2021. Finally, during the second quarter of 2020 the Company paid off \$30.0 million in borrowings from the Federal Home Loan Bank of Chicago which had contractual maturities ranging from August 2022 through August 2024, resulting in prepayment penalties of \$1.3 million, but saving the Company \$1.7 million in interest over the next four years. There was no similar action during 2021. The major components of our noninterest expense are listed in the table below.

(In thousands)	For the Years Ended December 31,	
	2021	2020
Noninterest Expense		
Salaries, commissions, and employee benefits	\$ 28,515	\$ 27,273
Occupancy	4,198	4,719
Data Processing	5,344	5,515
Postage, stationary, and supplies	713	872
Advertising	227	226
Charitable Contributions	534	574
Outside service fees	3,076	4,112
Net loss on sales of securities	3	(3,233)
Amortization of intangibles	1,405	1,636
Penalty for early extinguishment of debt	—	1,323
Other	6,541	5,708
Total noninterest expenses	<u>\$ 50,556</u>	<u>\$ 48,725</u>

Income Tax Expense. We recorded a provision for income taxes of \$14.5 million for the year ended December 31, 2021, compared to \$11.8 million for the year ended December 31, 2020, reflecting effective tax rates of 24.2% and 23.7%, respectively.

NET INTEREST MARGIN

Net interest income represents the difference between interest earned, primarily on loans and investments, and interest paid on funding sources, primarily deposits and borrowings. Interest rate spread is the difference between the average rate earned on total interest-earning assets and the average rate paid on total interest-bearing liabilities. Net interest margin is the amount of net interest income, on a fully taxable-equivalent basis, expressed as a percentage of average interest-earning assets. The average rate earned on earning assets is the amount of annualized taxable equivalent interest income expressed as a percentage of average earning assets. The average rate paid on interest-bearing liabilities is equal to annualized interest expense as a percentage of average interest-bearing liabilities.

The following tables set forth the distribution of our average assets, liabilities and shareholders' equity, and average rates earned or paid on a fully taxable equivalent basis for each of the periods indicated:

	For the Year Ended December 31,								
	2022			2021			2020		
	Average Balance	Interest Income/ Expenses (1)	Rate Earned/ Paid (1)	Average Balance	Interest Income/ Expenses (1)	Rate Earned/ Paid (1)	Average Balance	Interest Income/ Expenses (1)	Rate Earned/ Paid (1)
(dollars in thousands)									
ASSETS									
Interest-earning assets									
Loans (2)									
Taxable	\$ 2,434,554	\$ 103,612	4.26 %	\$ 2,128,327	\$ 90,172	4.24 %	\$ 1,918,490	\$ 90,698	4.73 %
Tax-exempt	96,183	4,227	4.39 %	88,978	4,113	4.62 %	113,667	5,791	5.09 %
Securities									
Taxable (available for sale)	227,101	5,230	2.30 %	103,277	2,788	2.70 %	114,392	3,142	2.75 %
Tax-exempt (available for sale)	81,181	2,140	2.64 %	70,864	2,207	3.11 %	67,903	2,170	3.20 %
Taxable (held to maturity)	24,416	670	2.74 %	—	—	—	9,068	216	2.38 %
Tax-exempt (held to maturity)	5,396	139	2.58 %	6,098	155	2.54 %	8,422	220	2.61 %
Cash and due from banks	220,929	1,883	0.85 %	237,021	310	0.13 %	76,153	181	0.24 %
Total interest-earning assets	3,089,760	117,901	3.82 %	2,634,565	99,745	3.79 %	2,308,095	102,418	4.44 %
Non interest-earning assets	280,249			222,548			211,387		
Allowance for loan losses	(22,152)			(19,320)			(14,800)		
Total assets	\$ 3,347,857			\$ 2,837,793			\$ 2,504,682		
LIABILITIES AND SHAREHOLDERS' EQUITY									
Interest-bearing deposits									
Checking accounts	\$ 253,443	\$ 1,075	0.42 %	\$ 209,970	\$ 252	0.12 %	\$ 194,718	\$ 669	0.34 %
Savings accounts	691,599	3,099	0.45 %	497,958	1,773	0.36 %	356,091	1,792	0.50 %
Money market accounts	666,717	3,025	0.45 %	664,591	2,115	0.32 %	563,847	3,076	0.55 %
Certificates of deposit	286,054	2,818	0.99 %	278,602	2,967	1.06 %	367,054	6,405	1.74 %
Brokered Deposits	8,587	251	2.92 %	14,718	420	2.85 %	18,428	531	2.88 %
Total interest bearing deposits	1,906,400	10,268	0.54 %	1,665,839	7,527	0.45 %	1,500,138	12,473	0.83 %
Other borrowed funds	185,329	2,181	1.18 %	63,474	777	1.22 %	88,512	1,392	1.57 %
Total interest-bearing liabilities	2,091,729	12,449	0.60 %	1,729,313	8,304	0.48 %	1,588,650	13,865	0.88 %
Non-interest bearing liabilities									
Demand Deposits	878,727			785,364			634,969		
Other liabilities	4,971			12,746			15,559		
Total Liabilities	2,975,427			2,527,423			2,239,178		
Shareholders' equity	372,430			310,370			265,504		
Total liabilities & shareholders' equity	\$ 3,347,857			\$ 2,837,793			\$ 2,504,682		
Net interest income on a fully taxable equivalent basis		105,452			91,441			88,553	
Less taxable equivalent adjustment		(1,366)			(1,359)			(1,718)	
Net interest income		\$ 104,086			\$ 90,082			\$ 86,835	
Net interest spread (3)			3.22 %			3.31 %			3.56 %
Net interest margin (4)			3.41 %			3.47 %			3.84 %

(1) Annualized on a fully taxable equivalent basis calculated using a federal tax rate of 21%.

(2) Nonaccrual loans are included in average amounts outstanding.

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

[Table of Contents](#)

(4) Net interest margin represents net interest income on a fully tax equivalent basis as a percentage of average interest-earning assets.

Rate/Volume Analysis

The following tables describe the extent to which changes in interest rates and changes in the volume of interest-earning assets and interest-bearing liabilities have affected our interest income and interest expense during the periods indicated. Information is provided in each category with respect to: (i) changes attributable to changes in volumes (changes in average balance multiplied by prior year average rate) and (ii) changes attributable to changes in rate (change in average interest rate multiplied by prior year average balance), while (iii) changes attributable to the combined impact of volumes and rates have been allocated proportionately to separate volume and rate categories.

	Twelve Months Ended December 31, 2022 Compared with Twelve Months Ended December 31, 2021 Increase/(Decrease) Due to Change in			Twelve Months Ended December 31, 2021 Compared with Twelve Months Ended December 31, 2020 Increase/(Decrease) Due to Change in		
	Volume	Rate	Total	Volume	Rate	Total
	(dollars in thousands)					
Interest income						
Loans						
Taxable	\$ 13,031	\$ 409	\$ 13,440	\$ 9,392	\$ (9,918)	\$ (526)
Tax-exempt	323	(209)	114	(1,176)	(502)	(1,678)
Securities						
Taxable (AFS)	2,905	(463)	2,442	(301)	(53)	(354)
Tax-exempt (AFS)	297	(364)	(67)	93	(56)	37
Taxable (HTM)	670	—	670	(108)	(108)	(216)
Tax-exempt (HTM)	(18)	2	(16)	(59)	(6)	(65)
Cash and due from banks	(22)	1,595	1,573	241	(112)	129
Total interest income	17,186	970	18,156	\$ 8,082	\$ (10,755)	\$ (2,673)
Interest expense						
Deposits						
Checking accounts	\$ 62	\$ 761	\$ 823	\$ 49	\$ (466)	\$ (417)
Savings accounts	797	529	1,326	594	(613)	(19)
Money market accounts	7	903	910	481	(1,442)	(961)
Certificates of deposit	78	(227)	(149)	(1,314)	(2,124)	(3,438)
Brokered Deposits	(179)	10	(169)	(106)	(5)	(111)
Total interest bearing deposits	765	1,976	2,741	(296)	(4,650)	(4,946)
Other borrowed funds	1,435	(31)	1,404	(345)	(270)	(615)
Total interest expense	2,200	1,945	4,145	(641)	(4,920)	(5,561)
Change in net interest income	\$ 14,986	\$ (975)	\$ 14,011	\$ 8,724	\$ (5,836)	\$ 2,888

CHANGES IN FINANCIAL CONDITION

Total Assets. Total assets increased \$722.9 million, or 24.6%, to \$3.66 billion at December 31, 2022 from \$2.94 billion at December 31, 2021. The primary driver of this increase, as with most of the categories below, was our acquisition of Denmark, consisting of \$685.8 million in assets, during 2022.

Cash and Cash Equivalents. Cash and cash equivalents decreased by \$177.5 million, or 59.8%, to \$119.4 million at December 31, 2022 from \$296.9 million at December 31, 2021.

Investment Securities. The carrying value of total investment securities increased by \$131.1 million to \$349.7 million at December 31, 2022 from \$218.6 million at December 31, 2021.

Loans. Net loans increased by \$656.1 million, or 29.6%, to \$2.87 billion at December 31, 2022 from \$2.22 billion at December 31, 2021.

Bank-Owned Life Insurance. At December 31, 2022, our investment in bank-owned life insurance was \$46.1 million, an increase of \$14.2 million from \$31.9 million at December 31, 2021.

Deposits. Deposits increased \$531.8 million, or 21.0%, to \$3.06 billion at December 31, 2022 from \$2.53 billion at December 31, 2021.

Borrowings. At December 31, 2022 and 2021, borrowings consisted of advances from the FHLB of Chicago and subordinated debt to other banks. FHLB borrowings totaled \$1.9 million and \$8.0 million at December 31, 2022 and 2021, respectively. Subordinated debt increased \$6.0 million, or 34.3% to \$23.5 million at December 31, 2022 from \$17.5 million at December 31, 2021.

Stockholders' Equity. Total stockholders' equity increased \$130.4 million, or 40.4%, to \$453.1 million at December 31, 2022 from \$322.7 million at December 31, 2021.

LOANS

Our lending activities are conducted principally in Wisconsin. The Bank makes commercial and industrial loans, commercial real estate loans, construction and development loans, residential real estate loans, and a variety of consumer loans and other loans. Much of the loans made by the Bank are secured by real estate collateral. The Bank's commercial business loans are primarily made based on the cash flow of the borrower and secondarily on the underlying collateral provided by the borrower, with liquidation of the underlying real estate collateral typically being viewed as the primary source of repayment in the event of borrower default. Although commercial business loans are also often collateralized by equipment, inventory, accounts receivable, or other business assets, the liquidation of collateral in the event of default is often an insufficient source of repayment. Repayment of the Bank's residential loans are generally dependent on the health of the employment market in the borrowers' geographic areas and that of the general economy with liquidation of the underlying real estate collateral being typically viewed as the primary source of repayment in the event of borrower default.

Our loan portfolio is our most significant earning asset, comprising 79.1%, 76.1% and 80.6% of our total assets as of December 31, 2022, 2021 and 2020, respectively. Our strategy is to grow our loan portfolio by originating quality commercial and consumer loans that comply with our credit policies and that produce revenues consistent with our financial objectives. We believe our loan portfolio is well-balanced, which provides us with the opportunity to grow while monitoring our loan concentrations.

Total loans increased \$658.5 million, or 29.4%, to \$2.89 billion as of December 31, 2022 as compared to \$2.24 billion as of December 31, 2021. Our loan growth during the year ended December 31, 2022 has been comprised of an increase of \$126.3 million, or 34.5%, in commercial and industrial loans, an increase of \$287.1 million, or 25.8%, in commercial real estate loans, an increase of \$67.3 million, or 50.8%, in construction and development loans, an increase of \$167.7 million, or 29.3%, in residential 1-4 family loans and an increase of \$10.1 million, or 18.9%, in consumer and other loans.

Total loans increased \$44.1 million, or 2.0%, to \$2.24 billion as of December 31, 2021 as compared to \$2.19 billion as of December 31, 2020. Our loan growth during the year ended December 31, 2021 has been comprised of a decrease of \$78.8 million, or 17.7%, in commercial and industrial loans, an increase of \$119.2 million, or 12.0%, in commercial real

[Table of Contents](#)

estate loans, a decrease of \$7.6 million, or 5.4%, in construction and development loans, an increase of \$26.0 million, or 4.8%, in residential 1-4family loans and a decrease of \$14.7 million, or 21.6%, in consumer and other loans.

The following table presents the balance and associated percentage of each major category in our loan portfolio at December 31, 2022, 2021, and 2020:

(In thousands)	December 31,					
	2022	% of Total	2021	% of Total	2020	% of Total
Commercial & industrial	\$ 492,450	17 %	\$ 366,166	16 %	\$ 444,992	20 %
Commercial real estate						
Owner Occupied	716,963	25 %	574,565	26 %	549,253	25 %
Non-owner occupied	681,620	23 %	536,892	24 %	442,996	20 %
Construction & Development	199,708	7 %	132,454	6 %	140,074	6 %
Residential 1-4 family	739,514	25 %	571,845	26 %	545,806	25 %
Consumer	44,963	2 %	32,131	1 %	30,488	1 %
Other Loans	18,760	1 %	21,461	1 %	37,851	2 %
Total Loans	<u>\$ 2,893,978</u>	<u>100 %</u>	<u>\$ 2,235,514</u>	<u>100 %</u>	<u>\$ 2,191,460</u>	<u>100 %</u>

Our directors and officers and their affiliates are customers of, and have other transactions with, the Bank in the normal course of business. All loans and commitments included in such transactions were made on substantially the same terms, including interest rates and collateral, as those prevailing at the time for comparable transactions with other persons and do not involve more than normal risk of collection or present other unfavorable features. At December 31, 2022 and December 31, 2021, total loans outstanding to such directors and officers and their affiliates were \$70.2 million and \$73.5 million, respectively. During the year ended December 31, 2022, \$46.5 million of additions and \$49.8 million of repayments were made to these loans, compared to \$24.7 million of additions and \$18.4 million of repayments during the year ended December 31, 2021. At December 31, 2022 and December 31, 2021, all of the loans to directors and officers were performing according to their original terms.

Loan categories

The principal categories of our loan portfolio are discussed below:

Commercial and Industrial (C&I). Our C&I portfolio totaled \$492.5 million, \$366.2 million and \$445.0 million at December 31, 2022, 2021 and 2020, respectively, and represented 17%, 16% and 20% of our total loans, respectively. C&I loans increased 34.5% during 2022, primarily as a result of loans acquired from Denmark during 2022, slightly offset by significant levels of PPP loans being forgiven during the year. C&I loans decreased 17.7% during 2021, primarily as a result of significant levels of PPP loans being forgiven during the year. C&I loans increased 47.2% in 2020, primarily as a result of loans made through PPP and secondarily as a result of the Timberwood acquisition.

Our C&I loan customers represent various small and middle-market established businesses involved in professional services, accommodation and food services, health care, financial services, wholesale trade, manufacturing, distribution, retailing and non-profits. Most clients are privately owned with markets that range from local to national in scope. Many of the loans to this segment are secured by liens on corporate assets and the personal guarantees of the principals. The regional economic strength or weakness impacts the relative risks in this loan category. There is little concentration in any one business sector, and loan risks are generally diversified among many borrowers.

Commercial Real Estate (CRE). Our CRE loan portfolio totaled \$1.40 billion, \$1.11 billion and \$992.2 million at December 31, 2022, 2021 and 2020, respectively, and represented 48%, 50% and 45% of our total loans, respectively. Our CRE loans increased 25.8% during 2022, primarily as a result of loans acquired from Denmark during 2022. Our CRE loans increased 12.0% during 2021, primarily as a result of a backlog from 2020 when developers were cautious to start projects during the early stages of COVID-19. Our CRE loans increased 22.0% during 2020 due primarily to the Timberwood acquisition.

Our CRE loans are secured by a variety of property types including multifamily dwellings, retail facilities, office buildings, commercial mixed use, lodging and industrial and warehouse properties. We do not have any specific industry or customer concentrations in our CRE portfolio. Our commercial real estate loans are generally for terms up to twenty years, with loan-

[Table of Contents](#)

to-values that generally do not exceed 85%. Amortization schedules are long term and thus a balloon payment is generally due at maturity. Under most circumstances, the Bank will offer to rewrite or otherwise extend the loan at prevailing interest rates.

Construction and Development (C&D). Our C&D loan portfolio totaled \$199.7 million, \$132.5 million and \$140.1 million at December 31, 2022, 2021 and 2020, respectively, and represented 7%, 6% and 6% of our total loans, respectively. C&D loans increased 50.8% during 2022, primarily as a result of loans acquired from Denmark during 2022. C&D loans decreased 5.4% during 2021 and increased 6.0% during 2020.

Our C&D loans are generally for the purpose of creating value out of real estate through construction and development work, and also include loans used to purchase recreational use land. Borrowers typically provide a copy of a construction or development contract which is subject to bank acceptance prior to loan approval. Disbursements are handled by a title company. Borrowers are required to inject their own equity into the project prior to any note proceeds being disbursed. These loans are, by their nature, intended to be short term and are refinanced into other loan types at the end of the construction and development period.

Residential 1-4 Family. Our residential 1-4 family loan portfolio totaled \$739.5 million, \$571.8 million and \$545.8 million at December 31, 2022, 2021 and 2020, respectively, and represented 25%, 26% and 25% of our total loans, respectively. Residential 1-4 family loans increased 29.3% during 2022, primarily as a result of loans acquired from Denmark during 2022. Residential 1-4 family loans increased 4.8% during 2021. Residential 1-4 family loans increased 21.7% during 2020 primarily as a result of the Timberwood transaction.

We offer fixed and adjustable rate residential mortgage loans with maturities up to 30 years. One-to-four family residential mortgage loans are generally underwritten according to Fannie Mae guidelines, and we refer to loans that conform to such guidelines as “conforming loans.” We generally originate both fixed and adjustable rate mortgage loans in amounts up to the maximum conforming loan limits as established by the Federal Housing Finance Agency. In addition, we also offer loans above conforming lending limits typically referred to as “jumbo” loans. These loans are typically underwritten to the same guidelines as conforming loans; however, we may choose to hold a jumbo loan within its portfolio with underwriting criteria that does not exactly match conforming guidelines.

We do not offer reverse mortgages nor do we offer loans that provide for negative amortization of principal, such as “Option ARM” loans, where the borrower can pay less than the interest owed on his loan, resulting in an increased principal balance during the life of the loan. We also do not offer “subprime loans” (loans that are made with low down payments to borrowers with weakened credit histories typically characterized by payment delinquencies, previous charge-offs, judgments, bankruptcies, or borrowers with questionable repayment capacity as evidenced by low credit scores or high debt-burden ratios) or Alt-A loans (defined as loans having less than full documentation).

Residential real estate loans are originated both for sale to the secondary market as well as for retention in the Bank’s loan portfolio. The decision to sell a loan to the secondary market or retain within the portfolio is determined based on a variety of factors including but not limited to our asset/liability position, the current interest rate environment, and customer preference. Servicing rights are retained on all loans sold to the secondary market.

We were servicing mortgage loans sold to others without recourse of approximately \$866.9 million, \$705.5 million and \$612.7 million at December 31, 2022, 2021 and 2020, respectively.

Loans sold with the retention of servicing assets result in the capitalization of servicing rights. Loan servicing rights are subsequently amortized as an offset to other income over the estimated period of servicing. The net balance of capitalized servicing rights amounted to \$9.6 million, \$5.0 million and \$3.7 million at December 31, 2022, 2021 and 2020, respectively.

Consumer Loans. Our consumer loan portfolio totaled \$45.0 million, \$32.1 million and \$30.5 million at December 31, 2022, 2021 and 2020, respectively, and represented 2%, 1%, and 1% of our total loans, respectively. Consumer loans include secured and unsecured loans, lines of credit and personal installment loans. Our consumer loans increased by 39.9%, 5.4% and 3.0% during 2022, 2021 and 2020, respectively.

[Table of Contents](#)

Consumer loans generally have greater risk compared to longer-term loans secured by improved, owner-occupied real estate, particularly consumer loans that are secured by rapidly depreciable assets. In these cases, any repossessed collateral for a defaulted loan may not provide an adequate source of repayment of the outstanding loan balance. As a result, consumer loan repayments are dependent on the borrower's continuing financial stability and thus are more likely to be adversely affected by job loss, divorce, illness or personal bankruptcy.

Other Loans. Our other loans totaled \$18.8 million, \$21.5 million and \$37.9 million at December 31, 2022, 2021 and 2020, respectively, and are immaterial to the overall loan portfolio. The other loans category consists primarily of overdrawn depository accounts, loans utilized to purchase or carry securities and loans to nonprofit organizations.

Loan Portfolio Maturities.

The following tables summarize the dollar amount of loans maturing in our portfolio based on their loan type, fixed or variable rate of interest, and contractual terms to maturity at December 31, 2022. The tables do not include any estimate of prepayments, which can significantly shorten the average life of all loans and may cause our actual repayment experience to differ from that shown below. Demand loans, loans having no stated repayment schedule or maturity, and overdraft loans are reported as being due in one year or less.

	One Year or Less	One to Five Years	Five to Fifteen Years	Over Fifteen Years	Total
	(dollars in thousands)				
Commercial & industrial	\$ 140,581	\$ 217,935	\$ 130,154	\$ 3,780	\$ 492,450
Commercial real estate					
Owner Occupied	80,391	303,895	290,779	41,898	716,963
Non-owner Occupied	40,572	280,671	348,827	11,550	681,620
Construction & Development	23,212	66,883	64,281	45,332	199,708
Residential 1-4 family	10,518	83,273	223,792	421,931	739,514
Consumer and other	7,252	37,666	16,015	2,790	63,723
Total	<u>\$ 302,526</u>	<u>\$ 990,323</u>	<u>\$ 1,073,848</u>	<u>\$ 527,281</u>	<u>\$ 2,893,978</u>
Fixed Rate Loans:					
Commercial & industrial	\$ 23,861	\$ 190,139	\$ 91,055	\$ 3,318	\$ 308,373
Commercial real estate					
Owner Occupied	46,525	288,149	126,847	10,399	471,920
Non-owner Occupied	36,085	269,762	221,148	—	526,995
Construction & Development	14,224	53,969	49,548	37,475	155,216
Residential 1-4 family	4,720	74,212	190,208	247,596	516,736
Consumer and other	5,037	36,877	15,624	2,790	60,328
Total	<u>\$ 130,452</u>	<u>\$ 913,108</u>	<u>\$ 694,430</u>	<u>\$ 301,578</u>	<u>\$ 2,039,568</u>
Floating Rate Loans:					
Commercial & industrial	\$ 116,720	\$ 27,796	\$ 39,099	\$ 462	\$ 184,077
Commercial real estate					
Owner Occupied	33,866	15,746	163,932	31,499	245,043
Non-owner Occupied	4,487	10,909	127,679	11,550	154,625
Construction & Development	8,988	12,914	14,733	7,857	44,492
Residential 1-4 family	5,798	9,061	33,584	174,335	222,778
Consumer and other	2,215	789	391	—	3,395
Total	<u>\$ 172,074</u>	<u>\$ 77,215</u>	<u>\$ 379,418</u>	<u>\$ 225,703</u>	<u>\$ 854,410</u>

NONPERFORMING ASSETS

In order to operate with a sound risk profile, we focus on originating loans that we believe to be of high quality. We have established loan approval policies and procedures to assist us in maintaining the overall quality of our loan portfolio. When delinquencies in our loans exist, we rigorously monitor the levels of such delinquencies for any negative or adverse trends. From time to time, we may modify loans to extend the term or make other concessions to help a borrower with a deteriorating financial condition stay current on their loan and to avoid foreclosure. We generally do not forgive principal or interest on loans or modify the interest rates on loans to rates that are below market rates. Furthermore, we are committed to collecting on all of our loans and, as a result, at times have lower net charge-offs compared to many of our peer banks. We believe that our commitment to collecting on all of our loans results in higher loan recoveries.

Our nonperforming assets consist of nonperforming loans and foreclosed real estate. Nonperforming loans are those on which the accrual of interest has stopped, as well as loans that are contractually 90 days past due on which interest continues to accrue. The composition of our nonperforming assets is as follows:

	As of December 31, 2022	As of December 31, 2021	As of December 31, 2020
	(dollars in thousands)		
Nonperforming loans			
Nonaccrual loans			
Commercial & industrial	\$ 418	\$ 247	\$ 433
Commercial real estate			
Owner Occupied	2,688	5,884	1,078
Non-owner Occupied	—	650	8,087
Construction & Development	17	19	281
Residential 1-4 family	505	439	912
Consumer and other	—	2	5
Total nonaccrual loans	3,628	7,241	10,796
Loans past due > 90 days, but still accruing			
Commercial & industrial	—	738	—
Commercial real estate			
Owner Occupied	—	—	1,582
Non-owner Occupied	—	—	—
Construction & Development	—	—	—
Residential 1-4 family	268	245	142
Consumer and other	5	16	14
Total loans past due > 90 days, but still accruing	273	999	1,738
Total nonperforming loans	\$ 3,901	\$ 8,240	\$ 12,534
OREO			
Commercial real estate owned	\$ —	\$ —	\$ 1,742
Residential real estate owned	—	10	143
Bank property real estate owned	2,520	140	—
Total OREO	\$ 2,520	\$ 150	\$ 1,885
Total nonperforming assets ("NPAs")	\$ 6,421	\$ 8,390	\$ 14,419
Accruing troubled debt restructured loans	\$ 450	\$ 484	\$ 1,132
Ratios			
Nonaccrual loans to total loans	0.13 %	0.32 %	0.49 %
NPAs to total loans plus OREO	0.22 %	0.38 %	0.66 %
NPAs to total assets	0.18 %	0.29 %	0.53 %
ALL to nonaccrual loans	625 %	281 %	164 %
ALL to total loans	0.78 %	0.91 %	0.81 %

[Table of Contents](#)

At December 31, 2022, 2021 and 2020, impaired loans had specific reserves of \$8,000, \$964,000 and \$900,000, respectively. Levels of specific reserves are dependent on the specific underlying impaired loans at any given time. Management has evaluated the aforementioned loans and other loans classified as nonperforming and believes that all nonperforming loans have been adequately reserved for in the allowance for loan losses at December 31, 2022.

Nonaccrual Loans

Loans are typically placed on nonaccrual status when any payment of principal and/or interest is 90 days or more past due, unless the collateral is sufficient to cover both principal and interest and the loan is in the process of collection. Loans are also placed on nonaccrual status when management believes, after considering economic and business conditions, that the principal or interest will not be collectible in the normal course of business. We monitor closely the performance of our loan portfolio. In addition to the monitoring and review of loan performance internally, we have also contracted with an independent organization to review our commercial and retail loan portfolios. The status of delinquent loans, as well as situations identified as potential problems, is reviewed on a regular basis by senior management.

Troubled Debt Restructurings

A troubled debt restructuring includes a loan modification where a borrower is experiencing financial difficulty and we grant a concession to that borrower that we would not otherwise consider except for the borrower's financial difficulties. These concessions may include modifications of the terms of the debt such as deferral of payments, extension of maturity, reduction of principal balance, reduction of the stated interest rate other than normal market rate adjustments, or a combination of these concessions. Debt may be bifurcated with separate terms for each tranche of the restructured debt. Restructuring a loan in lieu of aggressively enforcing the collection of the loan may benefit the Company by increasing the ultimate probability of collection.

A TDR may be either on accrual or nonaccrual status based upon the performance of the borrower and management's assessment of collectability. If a TDR is placed on nonaccrual status, which would occur based on the same criteria as non-TDR loans, it remains there until a sufficient period of performance under the restructured terms has occurred at which it returned to accrual status, generally 6 months.

As of December 31, 2022 and 2021, the Company had specific reserves of \$8,000 and \$7,000 for TDRs, respectively, and none of them have subsequently defaulted.

ALLOWANCE FOR LOAN AND LEASE LOSSES

ALLL represents management's estimate of probable and inherent credit losses in the loan portfolio. Estimating the amount of the ALLL require the exercise of significant judgment and the use of estimates related to the amount and timing of expected future cash flows or impaired loans, estimated losses on pools of homogenous loans based on historical loss experience, and consideration of other qualitative factors such as current economic trends and conditions, all of which may be susceptible to significant change. The loan portfolio also represents the largest asset on the consolidated balance sheets. Loan losses are charged off against the ALLL, while recoveries of amounts previously charged off are credited to the ALLL. A provision for loan losses is charged to operations based on management's periodic evaluation of the factors previously mentioned, as well as other pertinent factors.

The ALLL consists of specific reserves for certain individually evaluated impaired loans and general reserves for collectively evaluated non-impaired loans. Specific reserves reflect estimated losses on impaired loans from management's analyses developed through specific credit allocations. The specific reserves are based on regular analyses of impaired, non-homogenous loans greater than \$250,000. These analyses involve a high degree of judgment in estimating the amount of loss associated with specific loans, including estimating the amount and timing of future cash flows and collateral values. The general reserve is based in part on the Bank's historical loss experience which is updated quarterly. The general reserve portion of the ALLL also includes consideration of certain qualitative factors such as (1) changes in lending policies and/or underwriting practices, (2) national and local economic conditions, (3) changes in portfolio volume and nature, (4) experience, ability and depth of lending management and other relevant staff, (5) levels of and trends in past-due and nonaccrual loans and quality, (6) changes in loan review and oversight, (7) impact and effects of concentrations and (8) other issues deemed relevant.

[Table of Contents](#)

There are many factors affecting the ALLL; some are quantitative while others require qualitative judgment. The process for determining the ALLL (which management believes adequately considers potential factors which might possibly result in credit losses) includes subjective elements and, therefore, may be susceptible to significant change. To the extent actual outcomes differ from management estimates, additional provision for loan losses could be required that could adversely affect our earnings or financial position in future periods. Allocations of the ALLL may be made for specific loans but the entire ALLL is available for any loan that, in management's judgment, should be charged off or for which an actual loss is realized. As an integral part of their examination process, various regulatory agencies review the ALLL as well. Such agencies may require that changes in the ALLL be recognized when such regulators' credit evaluations differ from those of management based on information available to the regulators at the time of their examinations.

The following table summarizes the changes in our ALLL for the years indicated:

	Year ended December 31, 2022	Year ended December 31, 2021	Year ended December 31, 2020
	(dollars in thousands)		
Balance of ALL at the beginning of period	\$ 20,315	\$ 17,658	\$ 11,396
Net loans charged-off (recovered):			
Commercial & industrial	(499)	180	1,083
Commercial real estate - owner occupied	816	275	(346)
Commercial real estate - non-owner occupied	(360)	(5)	(40)
Construction & Development	(152)	(143)	33
Residential 1-4 family	26	110	21
Consumer	21	6	90
Other Loans	(17)	20	22
Total net loans charged-off	(165)	443	863
Provision charged to operating expense	2,200	3,100	7,125
Balance of ALL at end of period	\$ 22,680	\$ 20,315	\$ 17,658
Ratio of net charge-offs (recoveries) to average loans by loan composition			
Commercial & industrial	(0.12)%	0.05 %	0.23 %
Commercial real estate - owner occupied	0.13 %	0.05 %	(0.07)%
Commercial real estate - non-owner occupied	(0.06)%	0.00 %	(0.01)%
Construction & Development	(0.09)%	(0.11)%	0.02 %
Residential 1-4 family	0.00 %	0.02 %	0.00 %
Consumer	0.05 %	0.02 %	0.31 %
Other Loans	(0.04)%	0.07 %	0.16 %
Total net charge-offs to average loans	(0.01)%	0.02 %	0.04 %

The level of charge-offs depends on many factors, including the national and regional economy. Cyclical lagging factors may result in charge-offs being higher than historical levels. The dollar amount of the ALLL increased primarily as a result of loan growth and changes in the portfolio composition. Although the allowance is allocated between categories, the entire allowance is available to absorb losses attributable to all loan categories. Management believes that the ALLL is adequate.

[Table of Contents](#)

The following table summarizes an allocation of the ALLL and the related percentage of loans outstanding in each category for the periods below.

(in thousands, except %)	December 31, 2022		December 31, 2021		December 31, 2020	
	Amount	% of Loans	Amount	% of Loans	Amount	% of Loans
Loan Type:						
Commercial & industrial	\$ 4,071	17 %	\$ 3,699	16 %	\$ 2,049	20 %
Commercial real estate - owner occupied	5,204	25 %	5,633	26 %	6,108	25 %
Commercial real estate - non-owner occupied	5,405	23 %	5,151	24 %	3,904	20 %
Construction & development	1,592	7 %	984	6 %	1,027	7 %
Residential 1-4 family	5,944	25 %	4,445	26 %	3,960	25 %
Consumer	314	2 %	224	1 %	201	1 %
Other loans	150	1 %	179	1 %	409	2 %
Total allowance	<u>\$ 22,680</u>	<u>100 %</u>	<u>\$ 20,315</u>	<u>100 %</u>	<u>\$ 17,658</u>	<u>100 %</u>

SOURCES OF FUNDS

General. Deposits traditionally have been our primary source of funds for our investment and lending activities. We continue to focus on growing core deposits through our relationship driven banking philosophy and community-focused marketing programs. We also borrow from the FHLB of Chicago to supplement cash needs, to lengthen the maturities of liabilities for interest rate risk management purposes and to manage our cost of funds. Our additional sources of funds are scheduled payments and prepayments of principal and interest on loans and investment securities and fee income and proceeds from the sales of loans and securities.

Deposits. Our current deposit products include non-interest bearing and interest-bearing checking accounts, savings accounts, money market accounts, and certificate of deposits. As of December 31, 2022, deposit liabilities accounted for approximately 83.6% of our total liabilities and equity. We accept deposits primarily from customers in the communities in which our branches and offices are located, as well as from small businesses and other customers throughout our lending area. We rely on our competitive pricing and products, quality customer service, and convenient locations and hours to attract and retain deposits. Deposit rates and terms are based primarily on current business strategies, market interest rates, liquidity requirements and our deposit growth goals.

Total deposits were \$3.06 billion, \$2.53 billion and \$2.32 billion as of December 31, 2022, 2021 and 2020, respectively. Noninterest-bearing deposits at December 31, 2022, 2021 and 2020 were \$934.1 million, \$799.9 million and \$715.6 million, respectively, while interest-bearing deposits were \$2.13 billion, \$1.73 billion and \$1.61 billion at December 31, 2022, 2021 and 2020, respectively.

At December 31, 2022, we had a total of \$424.0 million in certificates of deposit, including \$6.7 million of brokered deposits, of which \$6.0 million had remaining maturities of one year or less. Based on historical experience and our current pricing strategy, we believe we will retain a large portion of these accounts upon maturity.

[Table of Contents](#)

The following tables set forth the average balances of our deposits for the periods indicated:

	Year ended December 31, 2022		Year ended December 31, 2021		Year ended December 31, 2020	
	Amount	Percent	Amount	Percent	Amount	Percent
	(dollars in thousands)					
Noninterest-bearing demand deposits	\$ 878,727	31.6 %	\$ 785,364	32.0 %	\$ 634,939	29.7 %
Interest-bearing checking deposits	253,443	9.1 %	209,970	8.6 %	194,718	9.1 %
Savings deposits	691,599	24.8 %	497,958	20.3 %	356,091	16.7 %
Money market accounts	666,717	23.9 %	664,591	27.1 %	563,847	26.4 %
Certificates of deposit	286,054	10.3 %	278,602	11.4 %	367,054	17.2 %
Brokered deposits	8,587	0.3 %	14,718	0.6 %	18,428	0.9 %
Total	<u>\$ 2,785,127</u>	<u>100 %</u>	<u>\$ 2,451,203</u>	<u>100 %</u>	<u>\$ 2,135,077</u>	<u>100 %</u>

The following table provides information on maturities of certificates of deposits which exceed FDIC insurance limits of \$250,000 as of December 31, 2022:

	Time Deposits over FDIC Insurance Limits	Portion of Time Deposits in Excess of FDIC Insurance Limits
	(dollars in thousands)	
3 months or less remaining	\$ 10,986	\$ 3,986
Over 3 to 6 months remaining	20,876	13,876
Over 6 to 12 months remaining	33,266	14,016
Over 12 months or more remaining	34,064	15,314
Total	<u>\$ 99,192</u>	<u>\$ 47,192</u>

Borrowings

Deposits and investment securities for sale are the primary source of funds for our lending activities and general business purposes. However, we may also obtain advances from the FHLB, purchase federal funds and engage in overnight borrowing from the Federal Reserve, correspondent banks, or enter into repurchase agreements.

Securities sold under repurchase agreements

The Company has securities sold under repurchase agreements which have contractual maturities up to one year from the transaction date with variable and fixed rate terms. The agreements to repurchase require that the Company (seller) repurchase identical securities as those that are sold. The securities underlying the agreements are under the Company's control.

The following table summarizes securities sold under repurchase agreements, and the weighted average interest rates paid:

	Year ended December 31,		
(dollars in thousands)	2022	2021	2020
Average daily amount of securities sold under repurchase agreements during the period	\$ 25,749	\$ 34,637	\$ 34,984
Weighted average interest rate on average daily securities sold under repurchase agreements	2.11 %	0.03 %	0.32 %
Maximum outstanding securities sold under repurchase agreements at any month-end	\$ 97,196	\$ 57,915	\$ 79,718
Securities sold under repurchase agreements at period end	\$ 97,196	\$ 41,122	\$ 36,377
Weighted average interest rate on securities sold under repurchase agreements at period end	4.31 %	0.02 %	0.04 %

[Table of Contents](#)*Lines of credit and other borrowings*

The Company's other borrowings have historically consisted primarily of short-term FHLB of Chicago advances collateralized by a blanket pledge agreement on the Company's FHLB capital stock and retail and commercial loans held in the Company's portfolio. There were \$1.9 million, \$8.0 million and \$23.3 million of advances outstanding from the FHLB at December 31, 2022, 2021, and 2020.

The total loans pledged as collateral were \$1.15 billion, \$915.5 million and \$825.3 million at December 31, 2022, 2021 and 2020, respectively. There were no outstanding letters of credit from the FHLB at December 31, 2022 and December 31, 2021, respectively. Outstanding letters of credit from the FHLB totaled \$0.8 million at December 31, 2020.

The following table summarizes short-term borrowings (borrowings with maturities of one year or less), which consist of borrowings from the FHLB, and the weighted average interest rates paid:

(dollars in thousands)	Year ended December 31,		
	2022	2021	2020
Average daily amount of borrowings outstanding during the period	\$ 139,498	\$ 11,343	\$ 35,622
Weighted average interest rate on average daily borrowing	0.42 %	0.33 %	1.37 %
Maximum outstanding borrowings at any month-end	\$ 308,756	\$ 15,338	\$ 58,800
Borrowing outstanding at period end	\$ 1,929	\$ 7,958	\$ 23,338
Weighted average interest rate on borrowing at period end	1.71 %	0.91 %	1.22 %

The Corporation maintains a \$7.5 million line of credit with a commercial bank, which was entered into on May 15, 2021, and renewed on May 15, 2022. There were no outstanding balances on this note at December 31, 2022 or 2021. Any future borrowings will require monthly payments of interest at a variable rate, and will be due in full on May 15, 2024.

During September 2017, the Company entered into subordinated note agreements with three separate commercial banks. The Company had up to twelve months from entering these agreements to borrow funds up to a maximum availability of \$22.5 million. As of December 31, 2022 and 2021, the Company had borrowed \$11.5 million under these agreements. These notes were all issued with 10-year maturities, carry interest at a variable rate payable quarterly, are callable on or after the sixth anniversary of their issuance dates, and qualify for Tier 2 capital for regulatory purposes.

On July 22, 2020, the Company entered into subordinated note agreements with two separate commercial banks. The Company had through December 31, 2020, to borrow funds up to a maximum availability of \$6.0 million under each agreement, or \$12.0 million total. These notes were issued with 10-year maturities, carry interest at a fixed rate of 5.0% through June 30, 2025, and at a variable rate thereafter, payable quarterly. These notes are callable on or after January 1, 2026 and qualify for Tier 2 capital for regulatory purposes. The Company had outstanding balances of \$6.0 million under these agreements at December 31, 2022 and 2021.

During August 2022, the Company entered into subordinated note agreements with an individual. The Company had outstanding balances of \$6.0 million under these agreements as of December 31, 2022. These notes were issued with 10-year maturities, carry interest at a fixed rate of 5.25% through August 6, 2027, and at a variable rate thereafter, payable quarterly. These notes are callable on or after August 6, 2027 and qualify for Tier 2 capital for regulatory purposes. The individual associated with these subordinated note agreements is not a related party of the Company.

INVESTMENT SECURITIES

Our securities portfolio consists of securities available for sale and securities held to maturity. Securities are classified as held to maturity or available for sale at the time of purchase. Obligations of states and political subdivisions and mortgage-backed securities, all of which are issued by U.S. government agencies or U.S. government-sponsored enterprises, make up the largest components of the securities portfolio. We manage our investment portfolio to provide an adequate level of liquidity as well as to maintain neutral interest rate-sensitive positions, while earning an adequate level of investment income without taking undue or excessive risk.

Securities available for sale consist of U.S. Treasury securities, obligations of states and political subdivision, agency mortgage-backed securities, corporate notes, and certificates of deposits. Securities classified as available for sale, which

[Table of Contents](#)

management has the intent and ability to hold for an indefinite period of time, but not necessarily to maturity, are carried at fair value, with unrealized gains and losses, net of related deferred income taxes, included in stockholders' equity as a separate component of other comprehensive income. The fair value of securities available for sale totaled \$304.6 million and included gross unrealized gains of \$0.5 million and gross unrealized losses of \$21.8 million at December 31, 2022. At December 31, 2021, the fair value of securities available for sale totaled \$212.7 million and included gross unrealized gains of \$5.6 million and gross unrealized losses of \$0.7 million.

Securities classified as held to maturity consist of U.S. Treasury securities and obligations of states and political subdivisions. These securities, which management has the intent and ability to hold to maturity, are reported at amortized cost. Securities held to maturity as of December 31, 2022 and 2021, are carried at their amortized cost of \$45.1 million and \$5.9 million, respectively.

The Company did not sell any securities in 2022. The Company recognized a net loss on sale of investment securities of \$3,000 during the year ended December 31, 2021. The Company recognized a net gain on sale of investment securities of \$3.2 million during the year ended December 31, 2020.

The following tables set forth the composition and maturities of investment securities as of December 31, 2022 and December 31, 2021. Actual maturities may differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

	Within One Year		After One, But Within Five Years		After Five, But Within Ten Years		After Ten Years		Total	
	Amortized Cost	Weighted Average Yield (1)	Amortized Cost	Weighted Average Yield (1)	Amortized Cost	Weighted Average Yield (1)	Amortized Cost	Weighted Average Yield (1)	Amortized Cost	Weighted Average Yield (1)
At December 31, 2022	(dollars in thousands)									
Available for sale securities										
U.S. Treasury securities	\$ 99,991	1.2 %	\$ 9,857	1.2 %	\$ 39,766	1.5 %	\$ —	— %	\$ 149,614	1.3 %
Obligations of U.S. Government sponsored agencies	—	— %	—	— %	12,846	1.5 %	12,089	1.9 %	24,935	1.7 %
Obligations of states and political subdivisions	3,927	3.0 %	5,541	3.6 %	24,338	3.5 %	56,895	3.0 %	90,701	3.2 %
Mortgage-backed securities	3,358	2.4 %	9,829	2.9 %	12,608	3.2 %	12,906	3.4 %	38,701	3.1 %
Corporate notes	—	— %	4,983	3.3 %	14,674	3.6 %	1,348	8.6 %	21,005	3.8 %
Certificates of deposit	503	1.1 %	501	1.2 %	—	— %	—	— %	1,004	1.2 %
Total available for sale securities	\$ 107,779	1.3 %	\$ 30,711	2.5 %	\$ 104,232	2.5 %	\$ 83,238	3.0 %	\$ 325,960	2.2 %
Held to maturity securities										
U.S. Treasury securities	\$ —	— %	\$ 35,772	2.7 %	\$ 4,130	3.6 %	\$ —	— %	\$ 39,902	2.9 %
Obligations of states and political subdivisions	\$ 389	3.2 %	\$ 3,935	2.6 %	\$ 871	3.1 %	\$ —	— %	\$ 5,195	2.7 %
Total held to maturity securities	\$ 389	3.2 %	\$ 39,707	2.7 %	\$ 5,001	4.2 %	\$ —	— %	\$ 45,097	2.9 %
Total	\$ 108,168	1.3 %	\$ 34,646	2.6 %	\$ 105,103	2.6 %	\$ 83,238	3.0 %	\$ 371,057	2.3 %

[Table of Contents](#)

At December 31, 2021	Within One Year		After One, But Within Five Years		After Five, But Within Ten Years		After Ten Years		Total	
	Amortized Cost	Weighted Average Yield (1)	Amortized Cost	Weighted Average Yield (1)	Amortized Cost	Weighted Average Yield (1)	Amortized Cost	Weighted Average Yield (1)	Amortized Cost	Weighted Average Yield (1)
(dollars in thousands)										
Available for sale securities										
U.S. Treasury securities	\$ —	0.0 %	\$ —	0.0 %	\$ 49,574	1.4 %	\$ —	0.0 %	\$ 49,574	1.4 %
Obligations of U.S. Government sponsored agencies	304	0.2 %	—	0.0 %	12,967	1.4 %	13,451	1.8 %	26,722	1.6 %
Obligations of states and political subdivisions	—	0.0 %	4,367	3.7 %	14,587	3.4 %	64,065	3.1 %	83,019	3.2 %
Mortgage-backed securities	60	2.6 %	10,559	2.5 %	10,508	3.0 %	5,016	2.5 %	26,143	2.7 %
Corporate notes	—	0.0 %	4,972	3.3 %	14,311	3.6 %	1,477	5.1 %	20,760	3.6 %
Certificates of deposit	503	0.9 %	1,026	1.2 %	—	0.0 %	—	0.0 %	1,529	1.1 %
Total available for sale securities	\$ 867	0.7 %	\$ 20,924	2.9 %	\$ 101,947	2.1 %	\$ 84,009	2.9 %	\$ 207,747	2.5 %
Held to maturity securities										
Obligations of states and political subdivisions	\$ 715	2.3 %	\$ 3,492	2.6 %	\$ 1,704	3.0 %	\$ —	0.0 %	\$ 5,911	2.7 %
Total	\$ 1,582	1.5 %	\$ 24,416	2.8 %	\$ 103,651	2.1 %	\$ 84,009	2.9 %	\$ 213,658	2.5 %

(1) Weighted Average Yield is shown on a fully taxable equivalent basis using a federal tax rate of 21%.

The Company evaluates securities for other-than-temporary impairment on at least a quarterly basis, and more frequently when economic or market conditions warrant such evaluation. Consideration is given to (1) credit quality of individual securities and their issuers are assessed; (2) the length of time and the extent to which the fair value has been less than cost; (3) the financial condition and near-term prospects of the issuer; and (4) that the Company does not have the intent to sell the security and it is more likely than not that it will not have to sell the security before recovery of its cost basis.

As of December 31, 2022, 267 debt securities had gross unrealized losses, with an aggregate depreciation of 6.85% from our amortized cost basis. The largest unrealized loss percentage of any single security was 30.37% (or \$606,000) of its amortized cost. The largest unrealized dollar loss of any single security was \$1.49 million (or 15.4%).

As of December 31, 2021, 26 debt securities had gross unrealized losses, with an aggregate depreciation of 0.98% from our amortized cost basis. The largest unrealized loss percentage of any single security was 5.31% (or \$256,000) of its amortized cost. This was also the largest unrealized dollar loss of any single security.

LIQUIDITY AND CAPITAL RESOURCES

Liquidity. Liquidity is defined as the Company's ability to generate adequate cash to meet its needs for day-to-day operations and material long and short-term commitments. Liquidity is the risk of potential loss if we were unable to meet our funding requirements at a reasonable cost. We are expected to maintain adequate liquidity at the Bank to meet the cash flow requirements of customers who may be either depositors wishing to withdraw funds or borrowers needing assurance that sufficient funds will be available to meet their credit needs. Our asset and liability management policy is intended to cause the Bank to maintain adequate liquidity and, therefore, enhance our ability to raise funds to support asset growth, meet deposit withdrawals and lending needs, maintain reserve requirements and otherwise sustain our operations.

We continuously monitor our liquidity position to ensure that assets and liabilities are managed in a manner that will meet all of our short-term and long-term cash requirements. We manage our liquidity based on demand and specific events and uncertainties to meet current and future financial obligations of a short-term nature. We also monitor our liquidity requirements in light of interest rate trends, changes in the economy and the scheduled maturity and interest rate sensitivity of the investment and loan portfolios and deposits. Our objective in managing liquidity is to respond to the needs of depositors and borrowers as well as to increase earnings enhancement opportunities in a changing marketplace.

Our liquidity is maintained through investment portfolio, deposits, borrowings from the FHLB, and lines available from correspondent banks. Our highest priority is placed on growing noninterest bearing deposits through strong community involvement in the markets that we serve. Borrowings and brokered deposits are considered short-term supplements to our overall liquidity but are not intended to be relied upon for long-term needs. We believe that our present position is adequate

to meet our current and future liquidity needs, and management knows of no trend or event that will have a material impact on the Company's ability to maintain liquidity at satisfactory levels.

Capital Adequacy. Total shareholders' equity was \$453.1 million at December 31, 2022, compared to \$322.7 million at December 31, 2021, and \$294.9 million at December 31, 2020. Our total shareholders' equity increased during 2022, 2021 and 2020 as a result of our profitability, reduced by dividends paid and common share repurchases. Growth in shareholders' equity during 2022 and 2020 was further stimulated by the acquisitions of Denmark and Timberwood in these years, respectively.

Our capital management consists of providing adequate equity to support our current and future operations. We are subject to various regulatory capital requirements administered by state and federal banking agencies, including the Federal Reserve and the OCC. Failure to meet minimum capital requirements may prompt certain actions by regulators that, if undertaken, could have a direct material adverse effect on our financial condition and results of operations. Under capital adequacy guidelines and the regulatory framework for prompt corrective action, the Bank and Company must meet specific capital guidelines that involve quantitative measure of their assets, liabilities, and certain off-balance sheet items as calculated under regulatory accounting practices. The capital amounts and the classifications are also subject to qualitative judgment by the regulator in regards to risk weighting and other factors. See "Business—Supervision and Regulation—Capital Requirements."

The following table reflects capital ratios computed pursuant to the regulatory capital rules as applicable to the Company and the Bank. As a result of the Economic Growth Act, the Company is no longer required to comply with its risk-based capital rules. For more information, see "Business—Supervision and Regulation—Capital Requirements."

	Actual		Minimum Capital Required for Capital Adequacy		Minimum Capital Required for Capital Adequacy Plus Capital Conservation Buffer Basel III Phase-In Schedule		Minimum To Be Well-Capitalized Under prompt corrective Action Provisions	
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio
(dollars in thousands)								
At December 31, 2022								
Bank First Corporation:								
Total capital (to risk-weighted assets)	\$ 387,814	12.2 %	253,689	8.0 %	332,967	10.5 %	N/A	N/A
Tier I capital (to risk-weighted assets)	341,634	10.8 %	190,627	6.0 %	269,545	8.5 %	N/A	N/A
Common equity tier I capital (to risk-weighted assets)	341,634	10.8 %	142,700	4.5 %	221,978	7.0 %	N/A	N/A
Tier I capital (to average assets)	341,634	9.7 %	140,992	4.0 %	140,992	4.0 %	N/A	N/A
Bank First, N.A.:								
Total capital (to risk-weighted assets)	\$ 372,312	11.8 %	253,504	8.0 %	332,724	10.5 %	316,880	10.0 %
Tier I capital (to risk-weighted assets)	349,632	11.0 %	190,128	6.0 %	269,348	8.5 %	253,504	8.0 %
Common equity tier I capital (to risk-weighted assets)	349,632	11.0 %	142,596	4.5 %	221,816	7.0 %	205,972	6.5 %
Tier I capital (to average assets)	349,632	9.9 %	140,887	4.0 %	140,887	4.0 %	176,108	5.0 %
At December 31, 2021								
Bank First Corporation:								
Total capital (to risk-weighted assets)	\$ 297,467	12.4 %	N/A	N/A	N/A	N/A	N/A	N/A
Tier I capital (to risk-weighted assets)	259,652	10.9 %	N/A	N/A	N/A	N/A	N/A	N/A
Common equity tier I capital (to risk-weighted assets)	259,652	10.9 %	N/A	N/A	N/A	N/A	N/A	N/A
Tier I capital (to average assets)	259,652	9.3 %	N/A	N/A	N/A	N/A	N/A	N/A
Bank First, N.A.:								
Total capital (to risk-weighted assets)	\$ 291,994	12.2 %	191,339	8.0 %	251,133	10.50 %	239,174	10.0 %
Tier I capital (to risk-weighted assets)	271,679	11.4 %	143,505	6.0 %	203,298	8.50 %	191,339	8.0 %
Common equity tier I capital (to risk-weighted assets)	271,679	11.4 %	107,628	4.5 %	167,422	7.00 %	155,463	6.5 %
Tier I capital (to average assets)	271,679	9.7 %	111,825	4.0 %	111,825	4.00 %	139,781	5.0 %

As previously mentioned, the Company carried \$23.5 million of subordinated debt as of December 31, 2022 and \$17.5 million of subordinated debt as of December 31, 2021, which is included in total capital for the Company in the tables above.

FINANCIAL INSTRUMENTS WITH OFF-BALANCE-SHEET RISK

We are party to financial instruments with off-balance-sheet risk in the normal course of business to meet the financing needs of our customers. These financial instruments primarily include commitments to originate and sell loans, standby and direct pay letters of credit, unused lines of credit and unadvanced portions of construction and development loans. The instruments involve, to varying degrees, elements of credit and interest rate risk in excess of the amount recognized in the consolidated balance sheet. The contract or notional amounts of those instruments reflect the extent of involvement the Company has in these particular classes of financial instruments.

Our exposure to credit loss in the event of nonperformance by the other party to the financial instrument for loan commitments, standby and direct pay letters of credit and unadvanced portions of construction and development loans is represented by the contractual amount of those instruments. The Company uses the same credit policies in making commitments and conditional obligations as it does for on-balance-sheet instruments.

Off-Balance Sheet Arrangements.

Our significant off-balance-sheet arrangements consist of the following:

- Unused lines of credit
- Standby and direct pay letters of credit
- Credit card arrangements

Off-balance sheet arrangement means any transaction, agreement or other contractual arrangement to which an entity unconsolidated with the registrant is a party, under which the registrant has (1) any obligation under a guarantee contract, (2) retained or contingent interest in assets transferred to an unconsolidated entity or similar arrangement, (3) any obligation, including a contingent obligation, under a contract that would be accounted for as a derivative instrument, or (4) any obligation, including a contingent obligation, arising out of a variable interest.

Loan commitments are made to accommodate the financial needs of our customers. Standby and direct pay letters of credit commit us to make payments on behalf of customers when certain specified future events occur. Both arrangements have credit risk essentially the same as that involved in extending loans to clients and are subject to our normal credit policies. Collateral (e.g., securities, receivables, inventory, equipment, etc.) is obtained based on management's credit assessment of the customer.

Loan commitments and standby and direct pay letters of credit do not necessarily represent our future cash requirements because while the borrower has the ability to draw upon these commitments at any time, these commitments occasionally expire without being drawn upon. Our off-balance sheet arrangements as of December 31, 2022 were as follows:

Other Commitments	Amounts of Commitments Expiring - By Period as of December 31, 2022				
	Total	Less Than One Year	One to Three Years	Three to Five Years	After Five Years
	(dollars in thousands)				
Unused lines of credit	\$ 660,564	\$ 299,202	\$ 91,567	\$ 52,037	\$ 217,758
Standby and direct pay letters of credit	10,343	8,023	1,415	722	183
Credit card arrangements	17,364	—	—	—	17,364
Total commitments	<u>\$ 688,271</u>	<u>\$ 307,225</u>	<u>\$ 92,982</u>	<u>\$ 52,759</u>	<u>\$ 235,305</u>

We closely monitor the amount of our remaining future commitments to borrowers in light of prevailing economic conditions and adjust these commitments as necessary. We will continue this process as new commitments are entered into or existing commitments are renewed.

Effects of Inflation

The effect of inflation on a financial institution differs significantly from the effect on an industrial company. While a financial institution's operating expenses, particularly salary and employee benefits, are affected by general inflation, the asset and

liability structure of a financial institution consists largely of monetary items. Monetary items, such as cash, investments, loans, deposits and other borrowings, are those assets and liabilities which are or will be converted into a fixed number of dollars regardless of changes in prices. As a result, changes in interest rates have a more significant impact on a financial institution's performance than does general inflation. For additional information regarding interest rates and changes in net interest income see "Quantitative and Qualitative Disclosures about Market Risk—Interest Rate Sensitivity." Inflation may have impacts on the Bank's customers, on businesses and consumers and their ability or willingness to invest, save or spend, and perhaps on their ability to repay loans. As such, there would likely be impacts on the general appetite of banking products and the credit health of the Bank's customer base.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk is the risk of loss from adverse changes in market prices and rates. Our market risk arises primarily from interest rate risk inherent in its lending, investment and deposit-taking activities. To that end, management actively monitors and manages its interest rate risk exposure.

Our profitability is affected by fluctuations in interest rates. A sudden and substantial change in interest rates may adversely impact our earnings to the extent that the interest rates borne by assets and liabilities do not change at the same speed, to the same extent or on the same basis. We monitor the impact of changes in interest rates on its net interest income using several tools.

Our primary objective in managing interest rate risk is to minimize the adverse impact of changes in interest rates on our net interest income and capital, while configuring our asset-liability structure to obtain the maximum yield-cost spread on that structure. We rely primarily on our asset-liability structure to control interest rate risk.

Interest Rate Sensitivity. Interest rate risk is the risk to earnings and value arising from changes in market interest rates. Interest rate risk arises from timing differences in the repricings and maturities of interest-earning assets and interest-bearing liabilities (repricing risk), changes in the expected maturities of assets and liabilities arising from embedded options, such as borrowers' ability to prepay home mortgage loans at any time and depositors' ability to redeem certificates of deposit before maturity (option risk), changes in the shape of the yield curve where interest rates increase or decrease in a nonparallel fashion (yield curve risk), and changes in spread relationships between different yield curves, such as U.S. Treasuries and LIBOR (basis risk).

An asset sensitive position refers to a balance sheet position in which an increase in short-term interest rates is expected to generate higher net interest income, as rates earned on our interest-earning assets would reprice upward more quickly than rates paid on our interest-bearing liabilities, thus expanding our net interest margin. Conversely, a liability sensitive position refers to a balance sheet position in which an increase in short-term interest rates is expected to generate lower net interest income, as rates paid on our interest-bearing liabilities would reprice upward more quickly than rates earned on our interest-earning assets, thus compressing our net interest margin.

The Company actively manages its interest rate sensitivity position. The objectives of interest rate risk management are to control exposure of net interest income to risks associated with interest rate movements and to achieve sustainable growth in net interest income. The Company's ALCO, using policies and procedures approved by the Company's board of directors, is responsible for the management of the Company's interest rate sensitivity position. The Company manages interest rate sensitivity by changing the mix, pricing and re-pricing characteristics of its assets and liabilities, through the management of its investment portfolio, its offerings of loan and selected deposit terms and through wholesale funding. Wholesale funding consists of, but is not limited to, multiple sources including borrowings with the FHLB of Chicago, the Federal Reserve Bank of Chicago's discount window and certificates of deposit from institutional brokers.

The Company uses several tools to manage its interest rate risk including interest rate sensitivity analysis, or gap analysis, market value of portfolio equity analysis, interest rate simulations under various rate scenarios and net interest margin reports. The results of these reports are compared to limits established by the Company's ALCO policies and appropriate adjustments are made if the results are outside the established limits.

[Table of Contents](#)

There are an infinite number of potential interest rate scenarios, each of which can be accompanied by differing economic/political/regulatory climates; can generate multiple differing behavior patterns by markets, borrowers, depositors, etc.; and, can last for varying degrees of time. Therefore, by definition, interest rate risk sensitivity cannot be predicted with certainty. Accordingly, the Company's interest rate risk measurement philosophy focuses on maintaining an appropriate balance between theoretical and practical scenarios; especially given the primary objective of the Company's overall asset/liability management process is to facilitate meaningful strategy development and implementation.

Therefore, we model a set of interest rate scenarios capturing the financial effects of a range of plausible rate scenarios; the collective impact of which will enable the Company to clearly understand the nature and extent of its sensitivity to interest rate changes. Doing so necessitates an assessment of rate changes over varying time horizons and of varying/sufficient degrees such that the impact of embedded options within the balance sheet are sufficiently examined.

The following tables demonstrate the annualized result of an interest rate simulation and the estimated effect that a parallel interest rate shift, or "shock," in the yield curve and subjective adjustments in deposit pricing might have on the Company's projected net interest income over the next 12 months.

This simulation assumes that there is no growth in interest-earning assets or interest-bearing liabilities over the next 12 months. The changes to net interest income shown below are in compliance with the Company's policy guidelines.

As of December 31, 2022:

Change in Interest Rates (in Basis Points)	Percentage Change in Net Interest Income
+400	3.6%
+300	2.7%
+200	2.1%
+100	1.5%
-100	(4.4)%

As of December 31, 2021:

Change in Interest Rates (in Basis Points)	Percentage Change in Net Interest Income
+400	9.3%
+300	7.6%
+200	6.2%
+100	3.6%
-100	(4.3)%

Economic Value of Equity Analysis. We also analyze the sensitivity of the Company's financial condition to changes in interest rates through our economic value of equity model. This analysis measures the difference between estimated changes in the present value of the Company's assets and estimated changes in the present value of the Company's liabilities assuming various changes in current interest rates. The Company's economic value of equity analysis as of December 31, 2022 estimated that, in the event of an instantaneous 200 basis point increase in interest rates, the Company would experience a 2.16% increase in the economic value of equity. At the same date, our analysis estimated that, in the event of an instantaneous 100 basis point decrease in interest rates, the Company would experience 3.46% decrease in the economic value of equity. The estimates of changes in the economic value of our equity require us to make certain assumptions including loan and mortgage-related investment prepayment speeds, reinvestment rates, and deposit maturities and decay rates. These assumptions are inherently uncertain and, as a result, we cannot precisely predict the impact of changes in interest rates on the economic value of our equity. Although our economic value of equity analysis provides an indication of our interest rate risk exposure at a particular point in time, such estimates are not intended to, and do not, provide a precise forecast of the effect of changes in market interest rates on the economic value of our equity and will differ from actual results.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

	<u>Page</u>
Report of Independent Registered Public Accounting Firm (PCAOB ID: 686)	70
Consolidated Financial Statements:	
Consolidated balance sheets	71
Consolidated statements of income	72
Consolidated statements of comprehensive income	73
Consolidated statements of changes in shareholders' equity	74
Consolidated statements of cash flows	75-76
Notes to consolidated financial statements	77-111

Consolidated Financial Statements

Years Ended December 31, 2022, 2021 and 2020

TABLE OF CONTENTS

Report of Independent Registered Public Accounting Firm	70
Consolidated Financial Statements:	
Consolidated Balance Sheets	71
Consolidated Statements of Income	72
Consolidated Statements of Comprehensive Income	73
Consolidated Statements of Stockholders' Equity	74
Consolidated Statements of Cash Flows	75-76
Notes to Consolidated Financial Statements	77-111



Report of Independent Registered Public Accounting Firm

Board of Directors and Stockholders
Bank First Corporation

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Bank First Corporation and Subsidiaries (the "Company") as of December 31, 2022 and 2021, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits.

We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ FORVIS, LLP
(Formerly, Dixon Hughes Goodman LLP)

We have served as the Company's auditor since 2019.

**Atlanta, GA
March 10, 2023**

Bank First Corporation and Subsidiaries
Consolidated Balance Sheets

	December 31	
	2022	2021
	(In Thousands, except share and per share data)	
Assets		
Cash and due from banks	\$ 51,524	\$ 29,171
Interest-bearing deposits	67,827	267,689
Cash and cash equivalents	119,351	296,860
Securities held to maturity, at amortized cost (\$43,770 and \$5,922 fair value at December 31, 2022 and December 31, 2021, respectively)	45,097	5,911
Securities available for sale, at fair value	304,637	212,689
Loans held for sale	648	786
Loans, net	2,871,298	2,215,199
Premises and equipment, net	56,448	49,461
Goodwill	110,206	55,357
Other investments	16,495	9,004
Cash value of life insurance	46,050	31,897
Core deposit intangibles, net	16,829	4,035
Mortgage servicing rights ("MSR")	9,582	5,016
Other real estate owned ("OREO")	2,520	150
Investment in minority-owned subsidiaries	44,180	42,935
Other assets	17,091	8,252
TOTAL ASSETS	\$ 3,660,432	\$ 2,937,552
Liabilities and Stockholders' Equity		
Liabilities:		
Deposits:		
Interest-bearing deposits	\$ 2,126,137	\$ 1,728,504
Noninterest-bearing deposits	934,092	799,936
Total deposits	3,060,229	2,528,440
Securities sold under repurchase agreements	97,196	41,122
Notes payable	1,929	8,011
Subordinated notes	23,500	17,500
Other liabilities	24,475	19,826
Total liabilities	3,207,329	2,614,899
Stockholders' equity:		
Serial preferred stock - \$0.01 par value		
Authorized - 5,000,000 shares	—	—
Common stock - \$0.01 par value		
Authorized - 20,000,000 shares		
Issued - 10,064,858 and 8,478,383 shares as of December 31, 2022 and December 31, 2021, respectively		
Outstanding - 9,021,697 and 7,616,540 shares as of December 31, 2022 and December 31, 2021, respectively	101	85
Additional paid-in capital	218,263	93,149
Retained earnings	295,496	258,104
Treasury stock, at cost - 1,043,161 and 861,843 shares as of December 31, 2022 and December 31, 2021, respectively	(45,191)	(32,294)
Accumulated other comprehensive income (loss)	(15,566)	3,609
Total stockholders' equity	453,103	322,653
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 3,660,432	\$ 2,937,552

See accompanying notes to consolidated financial statements.

Bank First Corporation and Subsidiaries
Consolidated Statements of Income

	Years Ended December 31		
	2022	2021	2020
	(In Thousands, except per share amounts)		
Interest income:			
Loans, including fees	\$ 106,951	\$ 93,422	\$ 95,273
Securities:			
Taxable	5,887	2,788	3,358
Tax-exempt	1,801	1,866	1,888
Other	1,895	310	181
Total interest income	116,534	98,386	100,700
Interest expense:			
Deposits	10,268	7,527	12,473
Securities sold under repurchase agreements	542	10	114
Borrowed funds	1,639	767	1,278
Total interest expense	12,449	8,304	13,865
Net interest income	104,085	90,082	86,835
Provision for loan losses	2,200	3,100	7,125
Net interest income after provision for loan losses	101,885	86,982	79,710
Noninterest income:			
Service charges	5,810	6,128	5,003
Income from Ansay and Associates, LLC ("Ansay")	2,558	2,587	2,740
Income from UFS, LLC ("UFS")	3,055	2,556	3,066
Loan servicing income	1,922	1,622	1,488
Valuation adjustment on MSR	2,865	1,290	(945)
Net gain on sales of mortgage loans	1,560	7,371	5,310
Net gain (loss) on sales and valuations of OREO	146	20	(1,395)
Other	1,931	1,967	3,625
Total noninterest income	19,847	23,541	18,892
Noninterest expense:			
Salaries, commissions, and employee benefits	33,155	28,515	27,273
Occupancy	5,467	4,198	4,719
Data processing	6,324	5,344	5,515
Postage, stationery, and supplies	771	713	872
Net loss (gain) on sale of securities	—	3	(3,233)
Advertising	271	227	226
Charitable contributions	718	534	574
Outside service fees	6,727	3,076	4,112
Amortization of intangibles	2,318	1,405	1,636
Penalty for early extinguishment of debt	—	—	1,323
Other	6,348	6,541	5,708
Total noninterest expense	62,099	50,556	48,725
Income before provision for income taxes	59,633	59,967	49,877
Provision for income taxes	14,419	14,523	11,831
Net Income	\$ 45,214	\$ 45,444	\$ 38,046
Earnings per share - basic	\$ 5.58	\$ 5.92	\$ 5.07
Earnings per share - diluted	\$ 5.58	\$ 5.92	\$ 5.07
Dividends per share	\$ 0.94	\$ 1.14	\$ 0.81

See accompanying notes to consolidated financial statements

Bank First Corporation and Subsidiaries
Consolidated Statements of Comprehensive Income

	Years Ended December 31		
	2022	2021	2020
	(In Thousands)		
Net Income	\$ 45,214	\$ 45,444	\$ 38,046
Other comprehensive income (loss):			
Unrealized gains (losses) on available for sale securities:			
Unrealized holding (losses) gains arising during period	(26,266)	(2,946)	7,987
Amortization of unrealized holding gains on securities transferred from available for sale to held to maturity	(1)	(2)	(102)
Reclassification adjustment for losses (gains) included in net income	—	3	(3,233)
Income tax benefit (expense)	7,092	795	(1,387)
Total other comprehensive (loss) income	(19,175)	(2,150)	3,265
Comprehensive income	<u>\$ 26,039</u>	<u>\$ 43,294</u>	<u>\$ 41,311</u>

See accompanying notes to consolidated financial statements.

Bank First Corporation and Subsidiaries
Consolidated Statements of Stockholders' Equity

	Serial Preferred Stock	Common Stock	Additional Paid-in Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Income (loss)	Total Stockholders' Equity
(dollars in thousands)							
Balance at January 1, 2020	\$ —	\$ 79	\$ 63,085	\$ 189,494	\$ (24,941)	\$ 2,494	\$ 230,211
Net income	—	—	—	38,046	—	—	38,046
Other comprehensive income	—	—	—	—	—	3,265	3,265
Purchase of treasury stock	—	—	—	—	(4,367)	—	(4,367)
Sale of treasury stock	—	—	—	—	19	—	19
Issuance of treasury stock as deferred compensation payout	—	—	—	—	3,368	—	3,368
Cash dividends (\$0.81 per share)	—	—	—	(6,147)	—	—	(6,147)
Amortization of stock-based compensation	—	—	1,081	—	—	—	1,081
Vesting of restricted stock awards	—	—	(694)	—	694	—	—
Shares issued in the acquisition of Tomah Bancshares, Inc. (575,641 shares)	—	6	29,375	—	—	—	29,381
Balance at December 31, 2020	\$ —	\$ 85	\$ 92,847	\$ 221,393	\$ (25,227)	\$ 5,759	\$ 294,857
Net income	—	—	—	45,444	—	—	45,444
Other comprehensive loss	—	—	—	—	—	(2,150)	(2,150)
Purchase of treasury stock	—	—	—	—	(8,272)	—	(8,272)
Sale of treasury stock	—	—	—	—	114	—	114
Cash dividends (\$1.14 per share)	—	—	—	(8,733)	—	—	(8,733)
Amortization of stock-based compensation	—	—	1,393	—	—	—	1,393
Vesting of restricted stock awards	—	—	(1,091)	—	1,091	—	—
Balance at December 31, 2021	\$ —	\$ 85	\$ 93,149	\$ 258,104	\$ (32,294)	\$ 3,609	\$ 322,653
Net income	—	—	—	45,214	—	—	45,214
Other comprehensive loss	—	—	—	—	—	(19,175)	(19,175)
Purchase of treasury stock	—	—	—	—	(14,314)	—	(14,314)
Sale of treasury stock	—	—	—	—	114	—	114
Cash dividends (\$0.94 per share)	—	—	—	(7,822)	—	—	(7,822)
Amortization of stock-based compensation	—	—	1,662	—	—	—	1,662
Vesting of restricted stock awards	—	—	(1,303)	—	1,303	—	—
Shares issued in the acquisition of Denmark Bancshares, Inc. (1,579,530 shares)	—	16	124,755	—	—	—	124,771
Balance at December 31, 2022	\$ —	\$ 101	\$ 218,263	\$ 295,496	\$ (45,191)	\$ (15,566)	\$ 453,103

See accompanying notes to consolidated financial statements.

Bank First Corporation and Subsidiaries
Consolidated Statements of Cash Flows

	Years Ended December 31		
	2022	2021	2020
	(In Thousands)		
Cash flows from operating activities:			
Net income	\$ 45,214	\$ 45,444	\$ 38,046
Adjustments to reconcile net income to net cash provided by operating activities:			
Provision for loan losses	2,200	3,100	7,125
Depreciation and amortization of premises and equipment	1,656	1,780	1,536
Amortization of intangibles	2,318	1,405	1,636
Net amortization of securities	315	807	689
Amortization of stock-based compensation	1,662	1,393	1,081
Accretion of purchase accounting valuations	(2,559)	(1,947)	(5,473)
Net change in deferred loan fees and costs	(881)	(1,208)	2,417
Benefit from deferred income taxes	(869)	(1)	(116)
Change in fair value of MSR and other investments	(3,028)	465	2,262
(Gain) loss from sale and disposal of premises and equipment	57	(37)	178
(Gain) loss on sale of OREO and valuation allowance	(146)	(20)	1,395
Proceeds from sales of mortgage loans	85,471	295,904	215,903
Originations of mortgage loans held for sale	(83,774)	(290,372)	(212,190)
Gain on sales of mortgage loans	(1,560)	(7,371)	(5,310)
Realized loss (gain) on sale of securities	—	3	(3,233)
Undistributed income of UFS joint venture	(3,055)	(2,556)	(3,066)
Undistributed income of Ansay joint venture	(2,558)	(2,587)	(2,740)
Net earnings on life insurance	(925)	(768)	(741)
Decrease in other assets	2,877	1,862	(1,876)
Decrease in other liabilities	(2,407)	(5,013)	6,440
Net cash provided by operating activities	40,008	40,283	43,963
Cash flows from investing activities, net of effects of business combination:			
Activity in securities available for sale and held to maturity:			
Sales	—	9,087	59,697
Maturities, prepayments, and calls	14,690	34,033	73,524
Purchases	(142,414)	(93,767)	(28,764)
Net increase in loans	(198,000)	(41,713)	(343,581)
Dividends received from UFS	2,408	2,646	2,103
Dividends received from Ansay	1,960	1,840	1,712
Proceeds from sale of OREO	320	1,893	5,472
Net purchases of Federal Home Loan Bank (“FHLB”) stock	(635)	—	(640)
Net purchases of Federal Reserve Bank (“FRB”) stock	(3,627)	—	(2,760)
Proceeds from life insurance	—	265	—
Proceeds from sale of premises and equipment	—	548	284
Purchases of premises and equipment	(6,872)	(8,718)	(8,371)
Net cash received in business combination	154,364	—	35,296
Net cash used in investing activities	(177,806)	(93,886)	(206,028)

Bank First Corporation and Subsidiaries
Consolidated Statements of Cash Flows - (continued)

	Years Ended December 31		
	2022	2021	2020
	(In Thousands)		
Cash flows from financing activities, net of effects of business combination:			
Net increase (decrease) in deposits	\$ (72,879)	\$ 207,770	\$ 307,032
Net increase (decrease) in securities sold under repurchase agreements	56,074	4,745	(10,305)
Proceeds from advances of notes payable	3,122,700	5,000	88,000
Repayment of notes payable	(3,129,584)	(20,380)	(127,400)
Proceeds from subordinated debt	6,000	—	6,000
Repayment of subordinated debt	—	—	(7,000)
Dividends paid	(7,822)	(8,733)	(6,147)
Proceeds from sales of common stock	114	114	19
Repurchase of common stock	(14,314)	(8,272)	(4,367)
Net cash provided by (used in) financing activities	(39,711)	180,244	245,832
Net increase (decrease) in cash and cash equivalents	(177,509)	126,641	83,767
Cash and cash equivalents at beginning of year	296,860	170,219	86,452
Cash and cash equivalents at end of year	<u>\$ 119,351</u>	<u>\$ 296,860</u>	<u>\$ 170,219</u>
Supplemental disclosures of cash flow information:			
Cash paid during the period for:			
Interest	\$ 11,311	\$ 7,064	\$ 14,972
Income taxes	14,135	16,760	10,181
Supplemental schedule of noncash activities:			
Loans transferred to OREO	24	—	1,892
Closed branch building transferred to OREO	1,115	140	—
MSR resulting from sale of loans	771	1,862	1,375
Amortization of unrealized holding gains on securities transferred from available for sale to held to maturity recognized in other comprehensive income, net of tax	(1)	(2)	(81)
Change in unrealized gains and losses on investment securities available for sale, net of tax	(19,174)	(2,148)	3,346
Acquisition:			
Fair value of assets acquired	\$ 685,840	\$ —	\$ 209,918
Fair value of liabilities assumed	612,700	—	191,701
Net assets acquired	\$ 73,140	\$ —	\$ 18,217
Common stock issued in acquisition	\$ 124,771	\$ —	\$ 29,381

See accompanying notes to consolidated financial statements.

Bank First Corporation and Subsidiaries
Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies

The accounting and reporting policies of Bank First Corporation and Subsidiaries ("Corporation") conform to generally accepted accounting principles ("GAAP") in the United States and general practices within the financial institution industry. Significant accounting and reporting policies are summarized below.

Principles of Consolidation

The consolidated financial statements include the accounts of the Corporation and its wholly owned subsidiaries, Veritas Asset Holdings, LLC ("Veritas") and Bank First, National Association ("Bank"). The Bank's wholly owned subsidiaries are Bank First Investments, Inc., TVG Holdings, Inc. ("TVG") and BFC Title LLC. All significant intercompany balances and transactions have been eliminated. The Bank and TVG have investments in minority-owned subsidiaries that are accounted for using the equity method in the consolidated financial statements. The Bank owns 49.8% of UFS which provides data processing solutions to over 60 banks in the Midwest. TVG owns 40.0% of Ansay providing clients throughout the Midwest with superior insurance and risk management solutions.

Organization

The Corporation provides a variety of financial services to individual and business customers, primarily located in Wisconsin, through the Bank. The Bank is subject to competition from other traditional and nontraditional financial institutions and is also subject to the regulations of certain federal agencies and undergoes periodic examinations by those regulatory authorities including the Office of the Comptroller of the Currency and the Federal Reserve Bank.

Use of Estimates in Preparation of Financial Statements

The preparation of the accompanying consolidated financial statements in conformity with GAAP in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results may differ from these estimates. The allowance for loan losses, carrying value of real estate owned, carrying value of goodwill, fair value of mortgage servicing rights, and fair values of financial instruments are inherently subjective and are susceptible to significant change.

Business Combinations

The Corporation accounts for business combinations under the acquisition method of accounting in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 805, Business Combinations. The Corporation recognizes the full fair value of the assets acquired and liabilities assumed and immediately expenses transaction costs. There is no separate recognition of the acquired allowance for loan losses on the acquirer's balance sheet as credit related factors are incorporated directly into the fair value of the net tangible and intangible assets acquired. If the amount of consideration exceeds the fair value of assets purchased less the fair value of liabilities assumed, goodwill is recorded. Alternatively, if the amount by which the fair value of assets purchased exceeds the fair value of liabilities assumed and consideration paid, a gain (bargain purchase gain) is recorded. Fair values are subject to refinement for up to one year after the closing date of an acquisition as information relative to closing date fair values becomes available. Results of operations of the acquired business are included in the statement of income from the effective date of the acquisition. Additional information regarding acquisitions is provided in Note 2.

Cash and Cash Equivalents

For purposes of reporting cash flows in the consolidated financial statements, cash and cash equivalents include cash on hand, interest-bearing and noninterest-bearing accounts in other financial institutions, and federal funds sold, all of which have original maturities of three months or less. Generally, federal funds are purchased and sold for one day periods. In the normal course of business, the Corporation maintains cash and due from bank balances with correspondent banks. Accounts at each institution that are insured by the Federal Deposit Insurance Corporation have up to \$250,000 of insurance. Total uninsured balances held at December 31, 2022 and 2021 were approximately \$2.9 million and \$1.0 million, respectively. The Bank is required to maintain deposits on hand or with the FRB to meet specific reserve requirements. During 2022 and 2021, in response to liquidity concerns resulting from the COVID-19 pandemic ("COVID"), this reserve requirement was reduced to zero by the FRB.

Securities

Securities are classified as held to maturity or available for sale at the time of purchase. Investment securities classified as held to maturity, which management has the intent and ability to hold to maturity, are reported at amortized cost. Investment securities classified as available for sale, which management has the intent and ability to hold for an indefinite period of time, but not necessarily to maturity, are carried at fair value, with unrealized gains and losses, net of related deferred income taxes, included in stockholders' equity as a separate component of other comprehensive income.

The net carrying value of debt securities classified as held to maturity or available for sale is adjusted for amortization of premiums and accretion of discounts utilizing the effective interest method over the expected estimated maturity. Such amortization and accretion is included as an adjustment to interest income from securities. Interest and dividends are included in interest income from securities.

Transfers of debt securities into the held to maturity classification from the available for sale classification are made at fair value as of the date of transfer. The unrealized holding gain or loss as of the date of transfer is retained in other comprehensive income and in the carrying value of the held to maturity securities, establishing the amortized cost of the security. These unrealized holding gains and losses as of the date of transfer are amortized or accreted over the remaining life of the security.

Unrealized gains or losses considered temporary and the noncredit portion of unrealized losses deemed other-than-temporary are reported as an increase or decrease in accumulated other comprehensive income. The credit related portion of unrealized losses deemed other-than-temporary is recorded in current period earnings. Realized gains or losses, determined on the basis of the cost of specific securities sold, are included in earnings. The Bank evaluates securities for other-than-temporary impairment at least on a quarterly basis, and more frequently when economic or market concerns warrant such evaluation. As part of such monitoring, the credit quality of individual securities and their issuers are assessed. In addition, management considers the length of time and extent that fair value has been less than cost, the financial condition and near-term prospects of the issuer, and that the Corporation does not have the intent to sell the security and it is more likely than not that it will not have to sell the security before recovery of its cost basis. Adjustments to market value that are considered temporary are recorded as a separate component of equity, net of tax. If an impairment of security is identified as other-than-temporary based on information available such as the decline in the credit worthiness of the issuer, external market ratings or the anticipated or realized elimination of associated dividends, such impairments are further analyzed to determine if a credit loss exists. If there is a credit loss, it will be recorded in the consolidated statement of income in the period of identification.

Other Investments

Other investments are carried at cost, or, where available, recently observable market prices, which approximates fair value, and consist of FHLB stock, FRB stock and Bankers' Bancorporation stock. Other investments are evaluated for impairment at least on an annual basis.

Loans Held for Sale

Loans originated and intended for sale in the secondary market, consisting of the current origination of certain fixed-rate mortgage loans, are carried at the lower of cost or estimated fair value in the aggregate. A gain or loss is recognized at the time of the sale reflecting the present value of the difference between the contractual interest rate of the loans sold and the yield to the investor, adjusted for the initial value of mortgage servicing rights associated with loans sold with servicing retained. Net unrealized losses, if any, are recorded as a valuation allowance and charged to earnings.

Loans and Related Interest Income - Originated

Loans that management has the intent and ability to hold for the foreseeable future or until maturity or payoffs are generally reported at their outstanding unpaid principal balances adjusted for charge-offs and the allowance for loan losses. The accrual of interest on loans is calculated using the simple interest method on daily balances of the principal amount outstanding and is recognized in the period earned utilizing the loan convention applicable by loan type. Loan origination fees, net of certain direct loan origination costs, are deferred and recognized in interest income using the effective interest method over the estimated life of the loan.

[Table of Contents](#)

The accrual of interest is discontinued when a loan becomes 90 days past due and is not both well collateralized and in the process of collection, or when management believes, after considering economic and business conditions and collection efforts, that the principal or interest will not be collectible in the normal course of business. When loans are placed on nonaccrual or charged off, all unpaid accrued interest is reversed and additional income is recorded only to the extent that payments are received and the collection of principal is reasonably assured. Loans are returned to accrual status when all the principal and interest amounts contractually due are brought current, when the obligation has performed in accordance with the contractual terms for a reasonable period of time, and future payments of principal and interest are reasonably assured. Loans are considered impaired if it is probable that payment of interest and principal will not be made in accordance with the contractual terms of the loan agreement. Total impaired loans are evaluated based on the fair value of the collateral rather than on discounted cash flow basis.

In response to the COVID-19 pandemic, the CARES Act was signed into law. Under the CARES Act, banks may elect to deem that loan modifications do not result in troubled debt restructurings ("TDRs") if they are (1) related to COVID-19; (2) executed on a loan that was not more than 30 days past due as of December 31, 2019; and (3) executed between March 1, 2020 and the earlier of (A) 60 days after the date of termination of the national emergency declaration or (B) January 1, 2022. Additionally, in accordance with the Interagency Statement on Loan Modifications and Reporting for Financial Institutions Working with Customers Affected by the Coronavirus (Revised), other short-term modifications made on a good faith basis in response to COVID-19 to borrowers who were current prior to any relief are not TDRs under ASC Subtopic 310-40. This includes short-term (e.g. up to six months) modifications such as payment deferrals, fee waivers, extensions of repayment terms, or delays in payment that are insignificant. Borrowers considered current are those that are less than 30 days past due on their contractual payments at the time a modification program is implemented. Loans modified under this guidance are not considered TDRs.

Loans and Related Interest Income - Acquired

Acquired loans are recorded at their estimated fair value at the acquisition date, and are initially classified as either purchase credit impaired ("PCI") loans (i.e. loans that reflect credit deterioration since origination and it is probable at acquisition that the Corporation will be unable to collect all contractually required payments) or purchased non-impaired loans (i.e. performing acquired loans).

PCI loans are accounted for under the accounting guidance for loans and debt securities acquired with deteriorated credit quality, found in FASB ASC Topic 310-30, Receivables—Loans and Debt Securities Acquired with Deteriorated Credit Quality. The Corporation estimates the amount and timing of expected principal, interest and other cash flows for each loan or pool of loans meeting the criteria above, and determines the excess of the loan's scheduled contractual principal and contractual interest payments over all cash flows expected to be collected at acquisition as an amount that should not be accreted. These credit discounts (nonaccretable marks) are included in the determination of the initial fair value for acquired loans; therefore, an allowance for loan losses is not recorded at the acquisition date. Differences between the estimated fair values and expected cash flows of acquired loans at the acquisition date that are not credit-based (accretable marks) are subsequently accreted to interest income over the estimated life of the loans using a method that approximates a level yield method if the timing and amount of the future cash flows is reasonably estimable. Subsequent to the acquisition date for PCI loans, increases in cash flows over those expected at the acquisition date result in a move of the discount from nonaccretable to accretable. Decreases in expected cash flows after the acquisition date are recognized through the provision for loan losses.

Performing acquired loans are accounted for under FASB ASC Topic 310-20, Receivables—Nonrefundable Fees and Other Costs. Performance of certain loans may be monitored and based on management's assessment of the cash flows and other facts available, portions of the accretable difference may be delayed or suspended if management deems appropriate. The Corporation's policy for determining when to discontinue accruing interest on performing acquired loans and the subsequent accounting for such loans is essentially the same as the policy for originated loans described above.

Allowance for Loan Losses - Originated

The allowance for loan losses ("ALL") is established through a provision for loan losses charged to expense as losses are estimated to have occurred. Loan losses are charged against the allowance when management believes that the collectability of the principal is unlikely. Subsequent recoveries, if any, are credited to the allowance.

[Table of Contents](#)

Management regularly evaluates the allowance for loan losses using general economic conditions, the Corporation's past loan loss experience, composition of the portfolio, and other relevant factors. This evaluation is inherently subjective since it requires material estimates that may be susceptible to significant change.

The ALL consists of specific reserves for certain impaired loans and general reserves for non-impaired loans. Specific reserves reflect estimated losses on impaired loans from management's analyses developed through specific credit allocations. The specific credit reserves are based on regular analyses of impaired non-homogenous loans greater than \$250,000. These analyses involve a high degree of judgment in estimating the amount of loss associated with specific loans, including estimating the amount and timing of future cash flows and collateral values. The general reserve is based on the Bank's historical loss experience which is updated quarterly. The general reserve portion of the ALL also includes consideration of certain qualitative factors such as 1) changes in lending policies and/or underwriting practices, 2) national and local economic conditions 3) changes in portfolio volume and nature, 4) experience, ability and depth of lending management and other relevant staff, 5) levels of and trends in past-due and nonaccrual loans and quality, 6) changes in loan review and oversight, 7) impact and effects of concentrations and 8) other issues deemed relevant.

Management believes that the allowance for loan losses is adequate. While management uses available information to recognize losses on loans, future additions to the allowance may be necessary based on changes in economic conditions. In addition, various regulatory agencies, as an integral part of their examination process, periodically review the allowance for loan losses. Such agencies may require the Bank to recognize additions to the allowance based on their judgments of information available to them at the time of their examination.

Allowance for Loan Losses - Acquired

An ALL is calculated using a methodology similar to that described for originated loans. Performing acquired loans are subsequently evaluated for any required allowance at each reporting date. Such required allowance for each loan pool is compared to the remaining fair value discount for that pool. If greater, the excess is recognized as an addition to the allowance through a provision for loan losses. If less than the discount, no additional allowance is recorded. Charge-offs and losses first reduce any remaining fair value discount for the loan pool and once the discount is depleted, losses are applied against the allowance established for that pool.

For PCI loans after acquisition, cash flows expected to be collected are recast for each loan periodically as determined appropriate by management. If the present value of expected cash flows for a loan is less than its carrying value, impairment is reflected by an increase in the ALL and a charge to the provision for loan losses. If the present value of the expected cash flows for a loan is greater than its carrying value, any previously established ALL is reversed and any remaining difference increases the accretable yield which will be taken into income over the remaining life of the loan. Loans which were considered troubled debt restructurings by an acquired institution prior to the acquisition are not required to be classified as troubled debt restructurings in the Corporation's consolidated financial statements unless or until such loans would subsequently meet criteria to be classified as such, since acquired loans were recorded at their estimated fair values at the time of the acquisition.

Premises and Equipment

Premises and equipment are stated at cost less accumulated depreciation computed on the straight-line method over the estimated useful lives of the assets. Premises and equipment acquired in corporate acquisitions are recorded at estimated fair value on the date of acquisition. Maintenance and repair costs are charged to expense as incurred. Gains or losses on disposition of premises and equipment are reflected in income. Premises and equipment, and other long-term assets, are reviewed for impairment when events indicate their carrying amount may not be recoverable from future undiscounted cash flows. If impaired, the assets are recorded at fair value.

Depreciation expense is computed using the straight-line method over the following estimated useful lives.

Buildings and improvements	40 years
Land improvements	20 years
Furniture, fixtures and equipment	2-7 years

[Table of Contents](#)

Other Real Estate Owned

Assets acquired through, or in lieu of, loan foreclosure are held for sale and are initially recorded at fair value at the date of foreclosure less estimated costs to sell the asset, establishing a new cost basis. Any write downs at the time of foreclosure are charged to the allowance for loan loss. OREO properties acquired in conjunction with corporate acquisitions are recorded at fair value on the date of acquisition. Subsequent to foreclosure, valuations are periodically performed by management, and a valuation allowance is established if fair value declines below carrying value. Costs relating to the development and improvement of the property are capitalized. Revenue and expenses from operations and changes in the valuation allowance are included in other expenses.

Intangible Assets and Goodwill

Intangible assets consist of the value of core deposits, mortgage servicing assets and the excess of purchase price over fair value of net assets (goodwill). Core deposits are stated at cost less accumulated amortization and are amortized on a sum of the year's digits basis over a period of one to ten years. See Note 2 for additional information on acquisitions completed in 2022 and 2020.

Mortgage servicing rights are recognized as separate assets when rights are acquired through purchase or through sale of mortgage loans with servicing retained. Servicing rights acquired through sale of financial assets are recorded based on the fair value of the servicing right. The determination of fair value is based on a valuation model and includes stratifying the mortgage servicing rights by predominant characteristics, such as interest rates and terms, and estimating the fair value of each stratum based on 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 costs to service, a discount rate, and prepayment speeds. Changes in fair value are recorded as an adjustment to earnings.

The Corporation performs a "qualitative" assessment of goodwill to determine whether further impairment testing of indefinite-lived intangible assets is necessary on at least an annual basis. If it is determined, as a result of performing a qualitative assessment over goodwill, that it is more likely than not that goodwill is impaired, management will perform an impairment test to determine if the carrying value of goodwill is realizable.

The Corporation evaluated goodwill and core deposit intangibles for impairment during 2022, 2021 and 2020, determining that there was no goodwill or core deposit intangible impairment.

Income Taxes

The Corporation files one consolidated federal income tax return and two state returns. Federal income tax expense is allocated to each subsidiary based on an intercompany tax sharing agreement.

Deferred tax assets and liabilities have been determined using the liability method. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities and the current enacted tax rates which will be in effect when these differences are expected to reverse. Provision (benefit) for deferred taxes is the result of changes in the deferred tax assets and liabilities.

Treasury Stock

Common stock shares repurchased by the Corporation are recorded as treasury stock at cost.

Securities Sold Under Repurchase Agreements

The Corporation sells securities under repurchase agreements. These transactions are accounted for as collateralized financing transactions and are recorded at the amounts at which the securities were sold. The Corporation may have to provide additional collateral to the counterparty, as necessary.

Off-Balance-Sheet Financial Instruments

In the ordinary course of business, the Corporation has entered into off-balance-sheet financial instruments including commitments to extend credit, unfunded commitments under lines of credit, and letters of credit. Such financial instruments are recorded in the consolidated financial statements when they are funded.

Advertising

Advertising costs are generally expensed as incurred.

Per Share Computations

Weighted average shares outstanding were 8,104,117, 7,680,896, and 7,497,862 for the years ended December 31, 2022, 2021 and 2020, respectively. All outstanding unvested share-based payment awards that contain rights to non-forfeitable dividends are considered participating securities for basic and diluted earnings per share calculations. There were 59,211, 59,264, and 56,606 average shares of dilutive instruments outstanding during the years ended December 31, 2022, 2021, and 2020.

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 any such matters that will have a material effect on the consolidated financial statements at December 31, 2022 and 2021.

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 Bank, 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 Bank does not maintain effective control over the transferred assets through an agreement to repurchase them before maturity.

Comprehensive Income

GAAP normally requires that recognized revenues, expenses, gains and losses be included in net income. In addition to net income, another component of comprehensive income includes the after-tax effect of changes in unrealized gains and losses on available for sale securities. This item is reported as a separate component of stockholders' equity. The Corporation presents comprehensive income in the statement of comprehensive income.

Stock-based Compensation

The Corporation uses the fair value method of recognizing expense for stock-based compensation based on the fair value of restricted stock awards at the date of grant as prescribed by accounting standards codification Topic 781-10 *Compensation/Stock Compensation*.

Mortgage Banking Derivatives

Commitments to fund mortgage loans, at a set interest rate, (interest rate locks) to be sold into the secondary market and forward commitments for the future delivery of these mortgage loans are accounted for as free standing derivatives. Fair values of these mortgage derivatives are estimated based on changes in mortgage interest rates from the date the interest rate on the loan is locked. The Bank enters into forward commitments for the future delivery of mortgage loans when interest rate locks are entered into in order to hedge the change in interest rates resulting from its commitments to fund loans. The forward commitments for the future delivery of mortgage loans are based on the Bank's "best efforts" and therefore the Bank is not penalized if a loan is not delivered to the investor if the loan did not get originated. Changes in the fair values of these derivatives generally offset each other and are included in "other income" in the consolidated statements of income.

Reclassifications

Certain 2021 and 2020 amounts have been reclassified to conform to the presentation used in 2022. These reclassifications had no effect on the operations, financial condition or cash flows of the Corporation.

[Table of Contents](#)

New Accounting Pronouncements

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses* (Topic 326): Measurement of Credit Losses on Financial Instruments. Certain aspects of this ASU were updated in November 2018 by the issuance of ASU 2018-19, *Codification Improvements to Topic 326, Financial Instruments - Credit Losses*. The main objective of the ASU is to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. To achieve this objective, the amendments in the ASU replace the incurred loss impairment methodology in current GAAP with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. During 2019 FASB issued ASU 2019-10 which delayed the effective date of ASU 2016-13 for smaller, publicly traded companies, until interim and annual periods beginning after December 15, 2022. This delay applies to the Corporation as it was classified as a "Smaller reporting company" as defined in Rule 12b-2 of the Exchange Act as of the date ASU 2019-10 was enacted. During the first half of 2019 the Corporation engaged a third-party partner to assist in its implementation of this standard. Over the last three years significant progress has been made working through the assumptions, drivers, documentation and other mechanics for the calculation of the Corporation's ALL under ASU 2016-13. Throughout 2022, management ran a calculation of its allowance under ASU 2016-13 parallel to its current modeling to assess the functioning of the ASU 2016-13 model while also documenting the controls that will be in place around the process when the Corporation implements this standard. Results of these parallel runs indicate that the Bank's ALL to total loans coverage ratio will increase from 0.78% as of December 31, 2022, to 1.10% - 1.20% upon implementation of ASU 2016-13 on January 1, 2023.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. This ASU provides optional guidance for a limited period of time to ease the potential burden in accounting for (or recognizing the effects of) reference rate reform on financial reporting. It provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. The updated guidance was originally effective for all entities from March 12, 2020 through December 31, 2022. In December 2022, the FASB issued ASU 2022-06 which deferred the sunset date of Topic 848 from December 31, 2022 to December 31, 2024. The Corporation has been diligent in responding to reference rate reform and does not anticipate a significant impact to its financial statements as a result.

In March 2022, the FASB issued ASU 2022-02, *Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures*. This ASU provides guidance on eliminating the requirement for classification of and disclosures around troubled debt restructurings. The purpose of this guidance is to eliminate unnecessary and overly-complex disclosures of loans that are already incorporated into the allowance for credit losses and related disclosures. This ASU further requires the disclosure of current-period gross charge-offs by year of origination. The updated guidance is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, for all entities which have implemented ASU 2016-13. The Corporation has historically had very few credit relationships classified as troubled debt restructurings, and as such does not anticipate that the elimination of accounting for and disclosure of these types of credit relationships will have a significant impact to its financial statements upon implementation of ASU 2016-13 beginning with the first quarter of 2023.

Note 2 Acquisitions

Denmark Bancshares, Inc.

On August 12, 2022, the Corporation completed a merger with Denmark Bancshares, Inc. ("Denmark"), a bank holding company headquartered in Denmark, Wisconsin, pursuant to the Agreement and Plan of Bank Merger, dated as of January 18, 2022 by and between the Corporation and Denmark, whereby Denmark merged with and into the Corporation, and Denmark State Bank, Denmark's wholly-owned banking subsidiary, merged with and into the Bank. Denmark's principal activity was the ownership and operation of Denmark State Bank, a state-chartered banking institution that operated seven (7) branches in Wisconsin at the time of closing. The merger consideration totaled approximately \$128.8 million.

Pursuant to the terms of the merger agreement, Denmark shareholders could elect to receive either 0.5276 of a share of the Corporation's common stock or \$38.10 in cash for each outstanding share of Denmark common stock, subject to a maximum of 20% cash consideration in total, with cash paid in lieu of any remaining fractional share. Corporation stock issued totaled 1,579,530 shares valued at approximately \$124.8 million, with cash of \$4.0 million comprising the remainder of merger consideration.

[Table of Contents](#)

The Corporation accounted for the transaction under the acquisition method of accounting, and thus, the financial position and results of operations of Denmark prior to the consummation date were not included in the accompanying consolidated financial statements. The accounting required assets purchased and liabilities assumed to be recorded at their respective fair values at the date of acquisition. The Corporation determined the fair value of core deposit intangibles, securities, premises and equipment, loans, other assets and liabilities and deposits with the assistance of third party valuations, appraisals and third party advisors. The estimated fair values will be subject to refinement for up to one year after deal consummation as additional information becomes available relative to the closing date fair values.

(in thousands)	As Recorded by Denmark	Fair Value Adjustments	As Recorded by the Corporation
Cash, cash equivalents and securities	\$ 188,017	\$ (148)	\$ 187,869
Other investments	3,566	—	3,566
Loans, net	459,413	(2,358)	457,055
Premises and equipment, net	5,980	(1,635)	4,345
Core deposit intangible	—	15,112	15,112
Other assets	17,704	189	17,893
Total assets acquired	<u>\$ 674,680</u>	<u>\$ 11,160</u>	<u>\$ 685,840</u>
Deposits	\$ 604,636	\$ 166	\$ 604,802
Other borrowings	842	—	842
Other liabilities	3,951	3,105	7,056
Total liabilities assumed	<u>\$ 609,429</u>	<u>\$ 3,271</u>	<u>\$ 612,700</u>
Excess of assets acquired over liabilities assumed	<u>\$ 65,251</u>	<u>\$ 7,889</u>	<u>\$ 73,140</u>
Less: purchase price			128,781
Goodwill			<u>\$ 55,641</u>
Refinement to fair value estimates (1)			(792)
Goodwill (after refinement)			<u>\$ 54,849</u>

(1) Refinement consists of adjustments to the initial fair value estimates of other assets and liabilities, primarily related to accrued and deferred income taxes.

The following unaudited pro forma information is presented for illustrative purposes only. The pro forma information should not be relied upon as being indicative of the historical results of operations the companies would have had if the merger had occurred before such periods or the future results of operations that the companies will experience as a result of the merger. The pro forma information, although helpful in illustrating the financial characteristics of the combined company under one set of assumptions, does not reflect the benefits of expected cost savings, opportunities to earn additional revenue, the impact of restructuring and merger-related expenses, or other factors that may result as a consequence of the merger and, accordingly, does not attempt to predict or suggest future results. The unaudited pro forma information set forth below gives effect to the merger as if it had occurred on January 1, 2021, the beginning of the earliest period presented.

(in thousands, except per share data)	Year Ended December 31, 2022	Year Ended December 31, 2021
Total revenue, net of interest expense	\$ 139,617	\$ 140,904
Net income	\$ 47,416	\$ 49,589
Diluted earnings per common share	5.21	5.35

Tomah Bancshares, Inc.

On May 15, 2020, the Corporation completed a merger with Tomah Bancshares, Inc. ("Timberwood"), a bank holding company headquartered in Tomah, Wisconsin, pursuant to the Agreement and Plan of Bank Merger, dated as of November 20, 2019, by and between the Corporation and Timberwood, whereby Timberwood merged with and into the Corporation, and Timberwood Bank, Timberwood's wholly-owned banking subsidiary, merged with and into the Bank. Timberwood's principal activity was the ownership and operation of Timberwood Bank, a state-chartered banking institution that operated one (1) branch in Wisconsin at the time of closing. The merger consideration totaled approximately \$29.8 million.

[Table of Contents](#)

Pursuant to the terms of the merger agreement, Timberwood shareholders received 5.1445 shares of the Corporation's common stock for each outstanding share of Timberwood common stock, and cash in lieu of any remaining fractional share. Corporation stock issued totaled 575,641 shares valued at approximately \$29.4 million, with cash of \$0.4 million comprising the remainder of merger consideration.

The Corporation accounted for the transaction under the acquisition method of accounting, and thus, the financial position and results of operations of Timberwood prior to the consummation date were not included in the accompanying consolidated financial statements. The accounting required assets purchased and liabilities assumed to be recorded at their respective fair values at the date of acquisition. The Corporation determined the fair value of core deposit intangibles, securities, premises and equipment, loans, other assets and liabilities, deposits and borrowings with the assistance of third party valuations, appraisals, and third party advisors. The estimated fair values will be subject to refinement for up to one year after deal consummation as additional information becomes available relative to the closing date fair values.

The fair value of the assets acquired and liabilities assumed on May 15, 2020 was as follows:

	As Recorded by Timberwood	Fair Value Adjustments	As Recorded by the Corporation
(in thousands)			
Cash, cash equivalents and securities	\$ 79,614	\$ (656)	\$ 78,958
Other investments	533	—	533
Loans	117,343	1,068	118,411
Premises and equipment, net	2,538	(1,006)	1,532
Core deposit intangible	—	1,697	1,697
Other assets	11,392	(2,605)	8,787
Total assets acquired	<u>\$ 211,420</u>	<u>\$ (1,502)</u>	<u>\$ 209,918</u>
Deposits	\$ 170,362	\$ 742	\$ 171,104
Subordinated debt	6,500	—	6,500
Other borrowings	12,938	210	13,148
Other liabilities	1,923	(974)	949
Total liabilities assumed	<u>\$ 191,723</u>	<u>\$ (22)</u>	<u>\$ 191,701</u>
Excess of assets acquired over liabilities assumed	<u>\$ 19,697</u>	<u>\$ (1,480)</u>	<u>\$ 18,217</u>
Less: purchase price			29,812
Goodwill			<u>\$ 11,595</u>
Refinement to fair value estimates			305
Goodwill (after refinement)			<u>\$ 11,900</u>

Note 3 Securities

The following is a summary of available for sale securities (dollar amounts in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
December 31, 2022				
U.S. Treasury securities	\$ 149,614	\$ —	\$ (7,517)	\$ 142,097
Obligations of U.S. Government sponsored agencies	24,935	—	(3,186)	21,749
Obligations of states and political subdivisions	90,701	88	(7,603)	83,186
Mortgage-backed securities	38,701	—	(2,064)	36,637
Corporate notes	21,005	381	(1,392)	19,994
Certificates of deposit	1,004	—	(30)	974
Total available for sale securities	<u>\$ 325,960</u>	<u>\$ 469</u>	<u>\$ (21,792)</u>	<u>\$ 304,637</u>
December 31, 2021				
U.S. Treasury securities	\$ 49,574	\$ 121	\$ (193)	\$ 49,502
Obligations of U.S. Government sponsored agencies	26,722	165	(341)	26,546
Obligations of states and political subdivisions	83,019	3,786	(67)	86,738
Mortgage-backed securities	26,143	1,117	(1)	27,259
Corporate notes	20,760	436	(94)	21,102
Certificates of deposit	1,529	13	—	1,542
Total available for sale securities	<u>\$ 207,747</u>	<u>\$ 5,638</u>	<u>\$ (696)</u>	<u>\$ 212,689</u>

The following is a summary of held to maturity securities (dollar amounts in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
December 31, 2022				
U.S. Treasury securities	\$ 39,902	\$ 115	\$ (1,440)	\$ 38,577
Obligations of states and political subdivisions	5,195	—	(2)	5,193
Total held to maturity securities	<u>\$ 45,097</u>	<u>\$ 115</u>	<u>\$ (1,442)</u>	<u>\$ 43,770</u>
December 31, 2021				
Obligations of states and political subdivisions	\$ 5,911	\$ 11	\$ —	\$ 5,922

At December 31, 2022, unrealized losses in the investment securities portfolio related to debt securities. The unrealized losses on these debt securities arose primarily due to changing interest rates and are considered to be temporary. From the December 31, 2022 tables above, 27 out of 28 U.S. Treasury securities, 107 out of 109 mortgage-backed securities, 16 out of 16 obligations of U.S. Government sponsored agency securities, 8 out of 16 corporate notes, 105 out of 135 obligations of states and political subdivisions and 4 out of 4 certificates of deposit contained unrealized losses. At December 31, 2022 and 2021, management has both the intent and ability to hold securities containing material unrealized losses.

[Table of Contents](#)

The following table shows the fair value and gross unrealized losses of securities with unrealized losses, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position (dollar amounts in thousands):

	Less Than 12 Months		Greater Than 12 Months		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
December 31, 2022 - Available for Sale						
U.S. Treasury securities	\$ 99,433	\$ (559)	\$ 42,664	\$ (6,958)	\$ 142,097	\$ (7,517)
Obligations of U.S. Government sponsored agencies	6,735	(652)	15,014	(2,534)	21,749	(3,186)
Obligations of states and political subdivisions	50,839	(2,650)	15,933	(4,953)	66,772	(7,603)
Mortgage-backed securities	35,731	(1,993)	879	(71)	36,610	(2,064)
Corporate notes	9,701	(920)	3,080	(472)	12,781	(1,392)
Certificate of Deposits	974	(30)	—	—	974	(30)
Totals	<u>\$ 203,413</u>	<u>\$ (6,804)</u>	<u>\$ 77,570</u>	<u>\$ (14,988)</u>	<u>\$ 280,983</u>	<u>\$ (21,792)</u>
December 31, 2022 - Held to Maturity						
U.S. Treasury securities	\$ 29,464	\$ (1,306)	\$ 4,868	\$ (134)	\$ 34,332	\$ (1,440)
Obligations of states and political subdivisions	417	(2)	—	—	417	(2)
Totals	<u>\$ 29,881</u>	<u>\$ (1,308)</u>	<u>\$ 4,868</u>	<u>\$ (134)</u>	<u>\$ 34,749</u>	<u>\$ (1,442)</u>
December 31, 2021 - Available for Sale						
U.S. Treasury securities	\$ 34,746	\$ (193)	\$ —	\$ —	\$ 34,746	\$ (193)
Obligations of U.S. Government sponsored agencies	13,185	(86)	4,558	(255)	17,743	(341)
Obligations of states and political subdivisions	8,624	(67)	—	—	8,624	(67)
Mortgage-backed securities	254	(1)	—	—	254	(1)
Corporate notes	8,973	(94)	—	—	8,973	(94)
Totals	<u>\$ 65,782</u>	<u>\$ (441)</u>	<u>\$ 4,558</u>	<u>\$ (255)</u>	<u>\$ 70,340</u>	<u>\$ (696)</u>

Contractual maturities will differ from expected maturities for mortgage-backed securities because borrowers may have the right to call or prepay obligations without penalties. The following is a summary of amortized cost and estimated fair value of securities, by contractual maturity, as of December 31, 2022 (dollar amounts in thousands):

	Available for Sale		Held to Maturity	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
Due in one year or less	\$ 104,421	\$ 103,838	\$ 389	\$ 389
Due after one year through 5 years	20,882	20,021	39,707	38,265
Due after 5 years through ten years	91,624	82,568	5,001	5,116
Due after 10 years	70,332	61,573	—	—
Subtotal	287,259	268,000	45,097	43,770
Mortgage-backed securities	38,701	36,637	—	—
Total	<u>\$ 325,960</u>	<u>\$ 304,637</u>	<u>\$ 45,097</u>	<u>\$ 43,770</u>

Following is a summary of the proceeds from sales of securities available for sale, as well as gross gains and losses, from the years ended December 31 (dollar amounts in thousands):

	2022	2021	2020
Proceeds from sales of securities	\$ —	\$ 9,087	\$ 59,697
Gross gains on sales	—	—	3,284
Gross losses on sales	—	(3)	(51)

[Table of Contents](#)

As of December 31, 2022 and 2021, the carrying values of securities pledged to secure public deposits, securities sold under repurchase agreements, and for other purposes required or permitted by law were approximately \$226,892,000 and \$134,299,000, respectively.

Note 4 Loans

The composition of loans at December 31 is as follows (dollar amounts in thousands):

	2022	2021
Commercial/industrial	\$ 492,563	\$ 367,284
Commercial real estate - owner occupied	717,401	574,960
Commercial real estate - non-owner occupied	681,783	537,077
Construction and development	200,022	132,675
Residential 1-4 family	739,339	571,749
Consumer	44,796	31,992
Other	18,905	21,489
Subtotals	2,894,809	2,237,226
ALL	(22,680)	(20,315)
Loans, net of ALL	2,872,129	2,216,911
Deferred loan fees and costs	(831)	(1,712)
Loans, net	\$ 2,871,298	\$ 2,215,199

A summary of the activity in the allowance for loan losses by loan type as of December 31, 2022 and December 31, 2021 is as follows (dollar amounts in thousands):

	Commercial / Industrial	Commercial Real Estate - Owner Occupied	Commercial Real Estate - Non - Owner Occupied	Construction and Development	Residential 1-4 Family	Consumer	Other	Total
ALL - January 1, 2022	\$ 3,699	\$ 5,633	\$ 5,151	\$ 984	\$ 4,445	\$ 224	\$ 179	\$ 20,315
Charge-offs	—	(890)	—	—	(40)	(27)	(48)	(1,005)
Recoveries	499	74	360	152	14	6	65	1,170
Provision	(127)	387	(106)	456	1,525	111	(46)	2,200
ALL - December 31, 2022	4,071	5,204	5,405	1,592	5,944	314	150	22,680
ALL ending balance individually evaluated for impairment	—	—	8	—	—	—	—	8
ALL ending balance collectively evaluated for impairment	\$ 4,071	\$ 5,204	\$ 5,397	\$ 1,592	\$ 5,944	\$ 314	\$ 150	\$ 22,672
Loans outstanding - December 31, 2022	\$ 492,563	\$ 717,401	\$ 681,783	\$ 200,022	\$ 739,339	\$ 44,796	\$ 18,905	\$ 2,894,809
Loans ending balance individually evaluated for impairment	284	2,487	514	—	201	—	—	3,486
Loans ending balance collectively evaluated for impairment	\$ 492,279	\$ 714,914	\$ 681,269	\$ 200,022	\$ 739,138	\$ 44,796	\$ 18,905	\$ 2,891,323

[Table of Contents](#)

	Commercial / Industrial	Commercial Real Estate - Owner Occupied	Commercial Real Estate - Non - Owner Occupied	Construction and Development	Residential 1-4 Family	Consumer	Other	Total
ALL - January 1, 2021	\$ 2,049	\$ 6,108	\$ 3,904	\$ 1,027	\$ 3,960	\$ 201	\$ 409	\$ 17,658
Charge-offs	(233)	(618)	—	—	(125)	(7)	(36)	(1,019)
Recoveries	53	343	5	143	15	1	16	576
Provision	1,830	(200)	1,242	(186)	595	29	(210)	3,100
ALL - December 31, 2021	3,699	5,633	5,151	984	4,445	224	179	20,315
ALL ending balance individually evaluated for impairment	70	—	894	—	—	—	—	964
ALL ending balance collectively evaluated for impairment	\$ 3,629	\$ 5,633	\$ 4,257	\$ 984	\$ 4,445	\$ 224	\$ 179	\$ 19,351
Loans outstanding - December 31, 2021	\$ 367,284	\$ 574,960	\$ 537,077	\$ 132,675	\$ 571,749	\$ 31,992	\$ 21,489	\$ 2,237,226
Loans ending balance individually evaluated for impairment	439	4,966	1,519	—	273	—	—	7,197
Loans ending balance collectively evaluated for impairment	\$ 366,845	\$ 569,994	\$ 535,558	\$ 132,675	\$ 571,476	\$ 31,992	\$ 21,489	\$ 2,230,029

A summary of past due loans as of December 31, 2022 are as follows (dollar amounts in thousands):

	30-89 Days Past Due Accruing	90 Days or more Past Due and Accruing	Non-Accrual	Total
Commercial/industrial	\$ 192	\$ —	\$ 418	\$ 610
Commercial real estate - owner occupied	1,301	—	2,688	3,989
Commercial real estate - non-owner occupied	—	—	—	—
Construction and development	237	—	17	254
Residential 1-4 family	774	268	505	1,547
Consumer	19	5	—	24
Other	—	—	—	—
	<u>\$ 2,523</u>	<u>\$ 273</u>	<u>\$ 3,628</u>	<u>\$ 6,424</u>

A summary of past due loans as of December 31, 2021 are as follows (dollar amounts in thousands):

	30-89 Days Past Due Accruing	90 Days or more Past Due and Accruing	Non-Accrual	Total
Commercial/industrial	\$ 12	\$ 738	\$ 247	\$ 997
Commercial real estate - owner occupied	—	—	5,884	5,884
Commercial real estate - non-owner occupied	65	—	650	715
Construction and development	—	—	19	19
Residential 1-4 family	2,002	245	439	2,686
Consumer	2	16	2	20
Other	—	—	—	—
	<u>\$ 2,081</u>	<u>\$ 999</u>	<u>\$ 7,241</u>	<u>\$ 10,321</u>

Credit Quality:

We utilize a numerical risk rating system for commercial relationships whose total indebtedness equals \$250,000 or more. All other types of relationships (ex: residential, consumer, commercial under \$250,000 of indebtedness) are assigned a "Pass" rating, unless they have fallen 90 days past due or more, at which time they receive a rating of 7. The Corporation uses split ratings for government guaranties on loans. The portion of a loan that is supported by a government guaranty is included with other Pass credits.

The determination of a commercial loan risk rating begins with completion of a matrix, which assigns scores based on the strength of the borrower's debt service coverage, collateral coverage, balance sheet leverage, industry outlook, and customer concentration. A weighted average is taken of these individual scores to arrive at the overall rating. This rating is

[Table of Contents](#)

subject to adjustment by the loan officer based on facts and circumstances pertaining to the borrower. Risk ratings are subject to independent review.

Commercial borrowers with ratings between 1 and 5 are considered Pass credits, with 1 being most acceptable and 5 being just above the minimum level of acceptance.

Commercial borrowers rated 6 have potential weaknesses which may jeopardize repayment ability.

Borrowers rated 7 have a well-defined weakness or weaknesses such as the inability to demonstrate significant cash flow for debt service based on analysis of the company's financial information. These loans remain on accrual status provided full collection of principal and interest is reasonably expected. Otherwise they are deemed impaired and placed on nonaccrual status. Borrowers rated 8 are the same as 7 rated credits with one exception: collection or liquidation in full is not probable.

The breakdown of loans by risk rating as of December 31, 2022 is as follows (dollar amounts in thousands):

	Pass (1-5)	6	7	8	Total
Commercial/industrial	\$ 474,699	\$ 3,708	\$ 14,156	\$ —	\$ 492,563
Commercial real estate - owner occupied	666,424	8,031	42,946	—	717,401
Commercial real estate - non-owner occupied	677,466	—	4,317	—	681,783
Construction and development	198,895	—	1,127	—	200,022
Residential 1-4 family	735,971	151	3,217	—	739,339
Consumer	44,794	—	2	—	44,796
Other	18,905	—	—	—	18,905
	<u>\$ 2,817,154</u>	<u>\$ 11,890</u>	<u>\$ 65,765</u>	<u>\$ —</u>	<u>\$ 2,894,809</u>

The breakdown of loans by risk rating as of December 31, 2021 is as follows (dollar amounts in thousands):

	Pass (1-5)	6	7	8	Total
Commercial/industrial	\$ 355,469	\$ —	\$ 11,815	\$ —	\$ 367,284
Commercial real estate - owner occupied	551,801	—	23,159	—	574,960
Commercial real estate - non-owner occupied	532,077	—	5,000	—	537,077
Construction and development	131,429	—	1,246	—	132,675
Residential 1-4 family	570,022	83	1,644	—	571,749
Consumer	31,988	—	4	—	31,992
Other	21,489	—	—	—	21,489
	<u>\$ 2,194,275</u>	<u>\$ 83</u>	<u>\$ 42,868</u>	<u>\$ —</u>	<u>\$ 2,237,226</u>

The ALL represents management's estimate of probable and inherent credit losses in the loan portfolio. Estimating the amount of the ALL requires the exercise of significant judgment and the use of estimates related to the amount and timing of expected future cash flows on impaired loans, estimated losses on pools of homogenous loans based on historical loss experience, and consideration of other qualitative factors such as current economic trends and conditions, all of which may be susceptible to significant change. The loan portfolio also represents the largest asset on the consolidated balance sheets. Loan losses are charged off against the ALL, while recoveries of amounts previously charged off are credited to the ALL. A provision for loan losses ("PFLL") is charged to operations based on management's periodic evaluation of the factors previously mentioned, as well as other pertinent factors.

The ALL consists of specific reserves for certain individually evaluated impaired loans and general reserves for collectively evaluated non-impaired loans. Specific reserves reflect estimated losses on impaired loans from management's analyses developed through specific credit allocations. The specific reserves are based on regular analyses of impaired, non-homogenous loans greater than \$250,000. These analyses involve a high degree of judgment in estimating the amount of loss associated with specific loans, including estimating the amount and timing of future cash flows and collateral values. The general reserve is based in part on the Bank's historical loss experience which is updated quarterly. The general

[Table of Contents](#)

reserve portion of the ALL also includes consideration of certain qualitative factors such as 1) changes in lending policies and/or underwriting practices, 2) national and local economic conditions, 3) changes in portfolio volume and nature, 4) experience, ability and depth of lending management and other relevant staff, 5) levels of and trends in past-due and nonaccrual loans and quality, 6) changes in loan review and oversight, 7) impact and effects of concentrations and 8) other issues deemed relevant.

There are many factors affecting ALL; some are quantitative while others require qualitative judgment. The process for determining the ALL (which management believes adequately considers potential factors which might possibly result in credit losses) includes subjective elements and, therefore, may be susceptible to significant change. To the extent actual outcomes differ from management estimates, additional PFLI could be required that could adversely affect the Corporation's earnings or financial position in future periods. Allocations of the ALL may be made for specific loans but the entire ALL is available for any loan that, in management's judgment, should be charged off or for which an actual loss is realized. As an integral part of their examination process, various regulatory agencies review the ALL as well. Such agencies may require that changes in the ALL be recognized when such regulators' credit evaluations differ from those of management based on information available to the regulators at the time of their examinations.

A summary of impaired loans individually evaluated as of December 31, 2022 is as follows (dollar amounts in thousands):

	Commercial/ Industrial	Commercial Real Estate - Owner Occupied	Commercial Real Estate - Non - Owner Occupied	Construction and Development	Residential 1-4 Family	Consumer	Other	Total
<u>With an allowance recorded:</u>								
Recorded investment	\$ —	\$ —	\$ 18	\$ —	\$ —	\$ —	\$ —	\$ 18
Unpaid principal balance	—	—	18	—	—	—	—	18
Related allowance	—	—	8	—	—	—	—	8
<u>With no related allowance recorded:</u>								
Recorded investment	\$ 284	\$ 2,487	\$ 497	\$ —	\$ 200	\$ —	\$ —	\$ 3,468
Unpaid principal balance	284	2,487	497	—	200	—	—	3,468
Related allowance	—	—	—	—	—	—	—	—
<u>Total:</u>								
Recorded investment	\$ 284	\$ 2,487	\$ 515	\$ —	\$ 200	\$ —	\$ —	\$ 3,486
Unpaid principal balance	284	2,487	515	—	200	—	—	3,486
Related allowance	—	—	8	—	—	—	—	8
Average recorded investment	\$ 361	\$ 3,726	\$ 1,017	\$ —	\$ 237	\$ —	\$ —	\$ 5,341

[Table of Contents](#)

A summary of impaired loans individually evaluated as of December 31, 2021 is as follows (dollar amounts in thousands):

	Commercial/ Industrial	Commercial Real Estate - Owner Occupied	Commercial Real Estate - Non - Owner Occupied	Construction and Development	Residential 1-4 Family	Consumer	Other	Total
<u>With an allowance recorded:</u>								
Recorded investment	\$ 357	\$ —	\$ 1,406	\$ —	\$ —	\$ —	\$ —	\$ 1,763
Unpaid principal balance	357	—	1,406	—	—	—	—	1,763
Related allowance	70	—	894	—	—	—	—	964
<u>With no related allowance recorded:</u>								
Recorded investment	\$ 82	\$ 4,966	\$ 113	\$ —	\$ 273	\$ —	\$ —	\$ 5,434
Unpaid principal balance	82	4,966	113	—	273	—	—	5,434
Related allowance	—	—	—	—	—	—	—	—
<u>Total:</u>								
Recorded investment	\$ 439	\$ 4,966	\$ 1,519	\$ —	\$ 273	\$ —	\$ —	\$ 7,197
Unpaid principal balance	439	4,966	1,519	—	273	—	—	7,197
Related allowance	70	—	894	—	—	—	—	964
Average recorded investment	\$ 459	\$ 3,069	\$ 5,098	\$ —	\$ 267	\$ —	\$ —	\$ 8,893

An analysis of interest income on impaired loans for the years ended December 31 follows (dollar amounts in thousands):

	2022	2021	2020
Interest income in accordance with original terms	\$ 262	\$ 679	\$ 683
Interest income recognized	(253)	(720)	(519)
(Increase) Reduction in interest income	\$ 9	\$ (41)	\$ 164

The following table presents loans acquired with deteriorated credit quality. No loans in this table had a related allowance at December 31, 2022 and 2021, and therefore, the below disclosures were not expanded to include loans with and without a related allowance (dollar amounts in thousands).

	December 31, 2022		December 31, 2021	
	Recorded Investment	Unpaid Principal Balance	Recorded Investment	Unpaid Principal Balance
Commercial & Industrial	\$ 712	\$ 1,091	\$ 596	\$ 685
Commercial real estate - owner occupied	2,539	2,843	2,664	3,146
Commercial real estate - non-owner occupied	—	—	1,018	1,150
Construction and development	—	—	—	—
Residential 1-4 family	824	1,045	863	1,124
Consumer	—	—	—	—
Other	—	—	—	—
	\$ 4,075	\$ 4,979	\$ 5,141	\$ 6,105

Due to the nature of these loan relationships, prepayment expectations have not been considered in the determination of future cash flows. Management regularly monitors these loan relationships, and if information becomes available that indicates expected cash flows will differ from initial expectations, it may necessitate reclassification between accretable and non-accretable components of the original discount calculation.

[Table of Contents](#)

The following table represents the change in the accretable and non-accretable components of discounts on loans acquired with deteriorated credit quality (dollar amounts in thousands):

	December 31, 2022		December 31, 2021	
	Accretable discount	Non-accretable discount	Accretable discount	Non-accretable discount
Balance at beginning of year	\$ 813	\$ 149	\$ 1,250	\$ 176
Acquired balance, net	292	211	—	—
Reclassifications between accretable and non-accretable	135	(135)	27	(27)
Accretion to loan interest income	(561)	—	(464)	—
Balance at end of year	<u>\$ 679</u>	<u>\$ 225</u>	<u>\$ 813</u>	<u>\$ 149</u>

A TDR includes a loan modification where a borrower is experiencing financial difficulty and we grant a concession to that borrower that we would not otherwise consider except for the borrower's financial difficulties. A TDR may be either on accrual or nonaccrual status based upon the performance of the borrower and management's assessment of collectability. If a TDR is placed on nonaccrual status, it remains there until a sufficient period of performance under the restructured terms has occurred at which time it is returned to accrual status, generally six months. As of December 31, 2022 and 2021 the Corporation had specific reserves of \$8,000 and \$7,000 related to TDR's, respectively. Loans modified under the guidance of the Cares Act are not considered TDRs and as such are not included in the tables below.

The Corporation had no new troubled debt restructurings during the year ended December 31, 2022.

The following table presents the troubled debt restructurings during the year ended December 31, 2021 (dollar amounts in thousands):

	Number of Contracts	Pre-Modification Outstanding Recorded Investment	Post-Modification Outstanding Recorded Investment
Commercial/ industrial	1	\$ 8	\$ 8
Commercial Real Estate	2	\$ 131	\$ 131
Totals		<u>\$ 139</u>	<u>\$ 139</u>

Note 5 Related Party Matters

Directors, executive officers, and principal shareholders of the Corporation, including their families and firms in which they are principal owners, are considered to be related parties. Loans to officers, directors, and shareholders owning 10% or more of the Corporation, that we are aware of, were made on the same terms, including interest rates and collateral, as those prevailing at the time for comparable transactions with others and did not involve more than the normal risk of collectability or present other unfavorable features.

A summary of loans to directors, executive officers, principal shareholders, and their affiliates for the years ended December 31 is as follows (dollar amounts in thousands):

	2022	2021
Balances at beginning	\$ 73,498	\$ 67,131
New loans and advances	46,528	24,723
Repayments	(49,875)	(18,356)
Balance at end	<u>\$ 70,151</u>	<u>\$ 73,498</u>

Deposits from directors, executive officers, principal shareholders, and their affiliates totaled approximately \$27,524,000 and \$22,665,000 as of December 31, 2022 and 2021, respectively.

Note 6 Mortgage Servicing Rights

Loans serviced for others are not included in the accompanying consolidated balance sheets. MSRs are recognized as separate assets when loans sold in the secondary market are sold with servicing retained. The Corporation utilizes a third party consulting firm to determine an accurate assessment of the mortgage servicing rights fair value. The third party firm collects relevant data points from numerous sources. Some of these data points relate directly to the pricing level or relative

[Table of Contents](#)

value of the mortgage servicing while other data points relate to the assumptions used to derive fair value. In addition, the valuation evaluates specific collateral types, and current and historical performance of the collateral in question. The valuation process focuses on the non-distressed secondary servicing market, common industry practices and current regulatory standards. The primary determinants of the fair value of mortgage servicing rights are servicing fee percentage, ancillary income, expected loan life or prepayment speeds, discount rates, costs to service, delinquency rates, foreclosure losses and recourse obligations. The valuation data also contains interest rate shock analyses for monitoring fair value changes in differing interest rate environments.

Following is an analysis of activity in servicing rights assets that are measured at fair value (dollar amounts in thousands):

	Year Ended December 31, 2022	Year Ended December 31, 2021
Fair value at beginning of period	\$ 5,016	\$ 3,726
Servicing asset additions	771	1,862
Loan payments and payoffs	(918)	(1,319)
Changes in valuation inputs and assumptions used in the valuation model	3,012	747
Amount recognized through earnings	2,865	1,290
MSR asset acquired	1,701	—
Fair value at end of period	<u>\$ 9,582</u>	<u>\$ 5,016</u>
Unpaid principal balance of loans serviced for others	\$ 866,941	\$ 705,462
Mortgage servicing rights as a percent of loans serviced for others	1.11	0.71

During the years ended December 31, 2022 and 2021, the Corporation utilized economic assumptions in measuring the initial value of MSRs for loans sold whereby servicing is retained by the Corporation. The economic assumptions used at December 31, 2022 and 2021 included constant prepayment speed of 7.5 and 13.8 months and a discount rate of 10.21% and 10.28%, respectively. The constant prepayment speeds are obtained from publicly available sources for each of the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation loan programs that the Corporation originates under. The assumptions used by the Corporation are hypothetical and supported by a third party valuation. The Corporation's methodology for estimating the fair value of MSRs is highly sensitive to changes in assumptions.

The carrying value of the mortgage servicing rights approximates fair market value at December 31, 2022 and 2021. Changes in fair value are recognized through the income statement as loan servicing income.

Note 7 Premises and Equipment

An analysis of premises and equipment at December 31 follows (dollar amounts in thousands):

	2022	2021
Land and land improvements	\$ 9,539	\$ 9,763
Buildings and building improvements	50,215	42,470
Furniture and equipment	6,495	5,955
Totals	66,249	58,188
Less accumulated depreciation	11,383	10,307
Right-of-use lease asset (see Note 21)	1,582	1,580
Premises and equipment, net	<u>\$ 56,448</u>	<u>\$ 49,461</u>

Included in buildings and improvements at December 31, 2022 and 2021, is \$190,000 and \$1,110,000, respectively, in construction in progress. These amounts relate to branch locations which were under construction. These balances begin accumulating depreciation upon being placed in service.

Depreciation and amortization of premises and equipment charged to operating expense totaled approximately \$1,657,000, \$1,778,000, and \$1,508,000 for the years ended December 31, 2022, 2021, and 2020, respectively.

[Table of Contents](#)
Note 8 Other Real Estate Owned

Changes in OREO for the years ended December 31 were as follows (dollar amounts in thousands):

	2022	2021
Beginning of year	\$ 150	\$ 1,885
Transfers in	1,139	140
Assets Acquired	1,405	—
Depreciation	—	(2)
(Loss) gain on sale of OREO and valuation allowance	146	20
Sales	(320)	(1,893)
End of year	<u>\$ 2,520</u>	<u>\$ 150</u>

Activity in the valuation allowance for the years ended December 31 was as follows (dollar amounts in thousands):

	2022	2021	2020
Beginning of year	\$ 187	\$ 112	\$ 2,121
Additions charged to expense	24	217	356
Valuation relieved due to sale of OREO	—	(142)	(2,365)
End of year	<u>\$ 211</u>	<u>\$ 187</u>	<u>\$ 112</u>

Note 9 Investment in Minority-owned Subsidiaries

The Corporation has a 49.8% membership interest in UFS. The business operations of UFS consist of providing data processing and other information technology services to the Corporation and other financial institutions. As of December 31, 2022 and 2021, UFS had total assets of \$31,309,000 and \$27,914,000 and liabilities of \$6,680,000 and \$4,493,000, respectively. The Corporation's investment in UFS was \$12,252,000 and \$11,605,000 at December 31, 2022 and 2021, respectively. The investment is accounted for on the equity method. The Corporation's undistributed earnings from its investment in UFS were approximately \$3,055,000, \$2,556,000, and \$3,066,000 for the years ended December 31, 2022, 2021 and 2020, respectively. Data processing service fees paid by the Corporation to UFS were approximately \$4,348,000, \$3,754,000, and \$3,664,000 for the years ended December 31, 2022, 2021 and 2020, respectively.

The Corporation has a contract with UFS that was renewed for five years on January 1, 2023.

The Corporation's proportionate share of earnings of UFS flow through to its tax return. Deferred income taxes of approximately \$1,509,000 and \$1,671,000 were provided to account for the difference in the tax and book basis of assets and liabilities held at UFS at December 31, 2022 and 2021, respectively. During 2022, 2021 and 2020, the Corporation received \$2,408,000, \$2,646,000 and \$2,103,000 in dividends from UFS, respectively.

TVG, the insurance subsidiary of the Bank, maintained a 40.0% investment in Ansay at December 31, 2022 and 2021. Ansay is an independent insurance agency that has operated in southeastern Wisconsin since 1946, managing the insurance and risk needs of commercial and personal insurance clients in Wisconsin and the Midwest. As of December 31, 2022 and 2021, Ansay had total assets of \$87,271,000 and \$80,612,000 and liabilities of \$44,178,000 and \$39,135,000, respectively. The Corporation's investment in Ansay, which is accounted for using the equity method, was \$31,928,000 and \$31,330,000 at December 31, 2022 and 2021, respectively. The Corporation recognized undistributed earnings of approximately \$2,558,000, \$2,587,000 and \$2,740,000 and received dividends of \$1,960,000, \$1,840,000 and \$1,712,000 from its investment in Ansay during the years ended December 31, 2022, 2021 and 2020, respectively.

As of December 31, 2022 and 2021, Ansay had term loans with the Bank totaling approximately \$19,838,000 and \$16,936,000, respectively. Ansay also has available revolving lines of credit totaling \$18,010,000 with the Corporation, under which there were no outstanding balances as of December 31, 2022. Outstanding balances under these lines totaled \$1,944,000 as of December 31, 2021.

Ansay maintained deposits at the Bank totaling \$10,797,000 and \$10,304,000 as of December 31, 2022 and 2021, respectively.

[Table of Contents](#)

The CEO of Ansay, Michael G. Ansay, serves as Chairman of the Board of the Corporation. As a related party, during 2022, 2021 and 2020 the Corporation received insurance consulting services and purchased director and officer fidelity bond and commercial insurance coverage through Ansay spending approximately \$357,000, \$329,000 and \$261,000, respectively.

The Corporation's proportionate share of earnings of Ansay flow through to its tax return. Deferred income taxes of approximately \$1,125,000 and \$1,192,000 were provided to account for the difference in the tax and book basis of assets and liabilities held at Ansay as of December 31, 2022 and 2021, respectively.

Note 10 Core Deposit Intangibles

The gross carrying amount and accumulated amortization of core deposit intangibles for the years ended December 31 are as follows (dollar amounts in thousands):

	2022		2021	
	Gross Carrying Amount	Intangible Accumulated Amortization	Gross Carrying Amount	Intangible Accumulated Amortization
Core deposit intangible	\$ 23,979	\$ 7,150	\$ 9,030	\$ 4,995

Amortization expense was \$2,318,000, \$1,405,000 and \$1,636,000 for the years ended December 31, 2022, 2021 and 2020, respectively.

The following table shows the estimated future amortization expense of core deposit intangibles. The projections of amortization expense are based on existing asset balances as of December 31, 2022 (dollar amounts in thousands):

	Core Deposit Intangible
2023	\$ 3,575
2024	3,069
2025	2,580
2026	2,173
2027	1,767
Thereafter	3,665
Total	\$ 16,829

Note 11 Goodwill

Goodwill was \$110,206,000 and \$55,357,000 at December 31, 2022 and 2021, respectively.

Note 12 Deposits

The composition of deposits at December 31 is as follows (dollar amounts in thousands):

	2022	2021
Noninterest-bearing demand deposits	\$ 934,092	\$ 799,936
Interest-bearing demand deposits	344,560	286,606
Savings deposits	1,357,571	1,185,727
Time deposits	417,285	244,477
Brokered certificates of deposit	6,721	11,694
Total deposits	\$ 3,060,229	\$ 2,528,440

Time deposits of \$250,000 or more were approximately \$47,192,000 and \$36,788,000 at December 31, 2022 and 2021, respectively.

[Table of Contents](#)

The scheduled maturities of time deposits at December 31, 2022, are summarized as follows (dollar amounts in thousands):

2023	\$ 267,973
2024	116,351
2025	15,697
2026	7,939
2027	3,722
Thereafter	12,324
Total	<u>\$ 424,006</u>

Note 13 Securities Sold Under Repurchase Agreements

Securities sold under repurchase agreements have contractual maturities up to one year from the transaction date with variable and fixed rate terms. The agreements to repurchase securities require that the Corporation (seller) repurchase identical securities as those that are sold. The securities underlying the agreements were under the Corporation's control.

Information concerning securities sold under repurchase agreements at December 31 consists of the following (dollar amounts in thousands):

	2022	2021	2020
Outstanding balance at the end of the year	\$ 97,196	\$ 41,122	\$ 36,377
Weighted average interest rate at the end of the year	4.31 %	0.02 %	0.04 %
Average balance during the year	\$ 25,749	\$ 34,637	\$ 34,984
Average interest rate during the year	2.11 %	0.03 %	0.32 %
Maximum month end balance during the year	\$ 97,196	\$ 57,915	\$ 79,718

Note 14 Notes Payable

There were \$1,915,000 and \$7,958,000 of advances outstanding from the FHLB at December 31, 2022 and 2021, respectively. From time to time the Bank utilized short-term FHLB advances to fund liquidity during these years. The advances, rate, and maturities of FHLB advances as of December 31 were as follows:

	Maturity	Rate	2022	2021
			(dollars in thousands)	
Fixed rate, fixed term	01/24/2022	2.51 %	—	250
Fixed rate, fixed term	05/02/2022	2.98 %	—	500
Fixed rate, fixed term	05/16/2022	0.00 %	—	5,000
Fixed rate, fixed term	06/08/2022	2.92 %	—	500
Fixed rate, fixed term	11/21/2022	3.02 %	—	600
Fixed rate, fixed term	06/01/2023	1.79 %	807	—
Fixed rate, fixed term	11/21/2023	3.06 %	600	600
Fixed rate, fixed term	04/22/2030	0.00 %	508	508
			1,915	7,958
Purchase accounting adjustment			14	53
Total notes payable			<u>\$ 1,929</u>	<u>\$ 8,011</u>

[Table of Contents](#)

Future maturities of borrowings were as follows (dollars in thousands):

	December 31, 2022	December 31, 2021
1 year or less	\$ 1,407	\$ 6,850
1 to 2 years	—	600
2 to 3 years	—	—
3 to 4 years	—	—
4 to 5 years	—	—
Over 5 years	508	508
	<u>\$ 1,915</u>	<u>\$ 7,958</u>

At December 31, 2022 and 2021, respectively, total loans available to be pledged as collateral on FHLB borrowings were approximately \$1,152,655,000 and \$915,512,000 and, of that total, \$668,328,000 and \$527,199,000 qualified as eligible collateral. The Bank owned \$4,645,000 and \$3,353,000 of FHLB stock at December 31, 2022 and 2021, respectively. At December 31, 2022 and 2021, the Bank had available liquidity of \$666,424,000 and \$519,242,000 for future draws, respectively. FHLB stock is included in other investments at December 31, 2022 and 2021. This stock is recorded at cost, which approximates fair value.

The Corporation maintains a \$7,500,000 line of credit with a commercial bank, which was entered into on May 15, 2022. There were no outstanding balances on this note at December 31, 2022. Any future borrowings will require monthly payments of interest at a variable rate, and will be due in full on May 15, 2024.

Note 15 Subordinated Debt

During September 2017, the Corporation entered into subordinated note agreements with three separate commercial banks. The Corporation had up to twelve months from entering these agreements to borrow funds up to a maximum availability of \$22,500,000. As of December 31, 2022 and 2021, the Corporation had borrowed \$11,500,000 under these agreements. These notes were all issued with 10-year maturities, carry interest at a variable rate payable quarterly, are callable on or after the sixth anniversary of their issuance dates, and qualify for Tier 2 capital for regulatory purposes.

During July 2020, the Corporation entered into subordinated note agreements with two separate commercial banks. The Corporation had through December 31, 2020, to borrow funds up to a maximum availability of \$6,000,000 under each agreement, or \$12,000,000 total. These notes were issued with 10-year maturities, carry interest at a fixed rate of 5.0% through June 30, 2025, and at a variable rate thereafter, payable quarterly. These notes are callable on or after January 1, 2026 and qualify for Tier 2 capital for regulatory purposes. The Corporation had outstanding balances of \$6,000,000 under these agreements at December 31, 2022 and 2021.

During August 2022, the Corporation entered into subordinated note agreements with an individual. The Corporation had outstanding balances of \$6,000,000 under these agreements as of December 31, 2022. These notes were issued with 10-year maturities, carry interest at a fixed rate of 5.25% through August 6, 2027, and at a variable rate thereafter, payable quarterly. These notes are callable on or after August 6, 2027 and qualify for Tier 2 capital for regulatory purposes.

[Table of Contents](#)
Note 16 Income Taxes

The components of the provision for income taxes for the years ended December 31 are as follows (dollar amounts in thousands):

	2022	2021	2020
Current tax expense:			
Federal	\$ 10,328	\$ 9,898	\$ 8,181
State	4,960	4,626	3,766
Total current	15,288	14,524	11,947
Deferred tax benefit:			
Federal	(617)	(1)	(82)
State	(252)	—	(34)
Total deferred	(869)	(1)	(116)
Total provision for income taxes	\$ 14,419	\$ 14,523	\$ 11,831

A summary of the sources of differences between income taxes at the federal statutory rate and the provision for income taxes for the years ended December 31 follows (dollar amounts in thousands):

	2022	2021	2020
Tax expense at statutory rate	\$ 12,523	\$ 12,593	\$ 10,474
Increase (decrease) in taxes resulting from:			
Tax-exempt interest	(1,079)	(1,074)	(1,369)
State taxes (net of Federal benefit)	3,719	3,666	2,987
Cash surrender value of life insurance	(194)	(161)	(156)
ESOP dividend	(77)	(98)	(78)
Nondeductible expenses associated with acquisition	189	—	71
Other	(662)	(403)	(98)
Total provision for income taxes	\$ 14,419	\$ 14,523	\$ 11,831

Deferred income taxes are provided for the temporary differences between the financial reporting basis and the tax basis of the Corporation's assets and liabilities. Deferred taxes are included in other liabilities of the balance sheet. The major components of the net deferred tax asset (liability) as of December 31 are presented below (dollar amounts in thousands):

	2022	2021
Deferred tax assets:		
Deferred compensation	\$ 43	\$ 69
Premises and equipment	439	—
Allowance for loan losses	6,178	5,534
Accrued vacation and severance	6	36
Other real estate owned	—	51
Unrealized loss on securities available for sale	5,757	—
Other	589	454
Total deferred tax assets	13,012	6,144
Deferred tax liabilities:		
Investment in acquisition and discount accretion	(624)	(69)
Premises and equipment	—	(179)
Mortgage servicing rights	(2,610)	(1,366)
Other investments	(84)	(323)
Prepaid expenses	—	(71)
Investment in minority owned subsidiaries	(2,635)	(2,867)
Goodwill and other intangibles	—	(753)
Purchase accounting	(2,394)	(697)
Unrealized gain on securities available for sale	—	(1,335)
Total deferred tax liabilities	(8,347)	(7,660)
Net deferred tax asset (liability)	\$ 4,665	\$ (1,516)

Tax effects from an uncertain tax position can be recognized in the financial statements only if the position is more likely than not to be sustained on audit, based on the technical merits of the position. The Corporation recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more likely than not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement with the relevant tax authority. When applicable, interest and penalties on uncertain tax positions are calculated based on the guidance from the relevant tax authority and included in income tax expense. At December 31, 2022 and 2021, there was no liability for uncertain tax positions. Federal income tax returns for 4 years ended December 31, 2019 through 2022 remain open and subject to review by applicable tax authorities. State income tax returns for 5 years ended December 31, 2018 through 2022 remain open and subject to review by applicable tax authorities.

Note 17 Employee Benefit Plans

Employee Stock Ownership Plan

The Corporation has a defined contribution profit sharing 401(k) plan which includes the provisions for an employee stock ownership plan ("ESOP"). The plan is available to all employees over 18 years of age after completion of three months of service. Employees participating in the plan may elect to defer a minimum of 2% of compensation up to the limits specified by law. All participants of the 401(k) plan are eligible for the ESOP and may allocate their contributions to purchase shares of the Corporation's stock. As of December 31, 2022 and 2021, the plan held 322,020 and 340,131 shares, respectively. These shares are included in the calculation of the Corporation's earnings per share. The Corporation may make discretionary contributions up to the limits established by IRS regulations. The discretionary match was 35% of participant contributions up to 10% of the employee's salary in 2022, 2021, and 2020. The Corporation made additional discretionary contributions to the plan of \$591,000, \$600,000, \$733,000 in 2022, 2021 and 2020, respectively. Total expense associated with the plans was approximately \$1,197,000, \$1,169,000 and \$1,272,000 in 2022, 2021 and 2020, respectively.

Share-based Compensation

The Corporation has made restricted share grants during 2022, 2021 and 2020 pursuant to the Bank First National Corporation 2011 Equity Plan and the Bank First Corporation 2020 Equity Plan, which replaced the 2011 Plan. The purpose of the Plan is to provide financial incentives for selected employees and for the non-employee Directors of the Corporation, thereby promoting the long-term growth and financial success of the Corporation. The Corporation stock to be offered under the Plan pursuant to Stock Appreciation Rights, performance unit awards, and restricted stock and unrestricted Corporation stock awards must be Corporation stock previously issued and outstanding and reacquired by the Corporation. The number of shares of Corporation stock that may be issued pursuant to awards under the 2020 Plan shall not exceed, in the aggregate, 700,000. As of December 31, 2022, 51,266 shares of Corporation stock has been awarded under the 2020 Plan. Compensation expense for restricted stock is based on the fair value of the awards of Bank First Corporation common stock at the time of grant. The value of restricted stock grants that are expected to vest is amortized into expense over the vesting periods of the respective grants. For the year ended December 31, 2022, 2021 and 2020, compensation expense of \$1,662,000, \$1,393,000 and \$1,081,000, respectively, was recognized related to restricted stock awards.

As of December 31, 2022, there was \$2,145,000 of unrecognized compensation cost related to non-vested restricted stock awards granted under the plan. That cost is expected to be recognized over a weighted average period of 1.49 years. The aggregate grant date fair value of restricted stock awards that vested during 2022 was approximately \$1,258,000.

	For the year ended December 31, 2022		For the year ended December 31, 2021	
	Shares	Weighted- Average Grant- Date Fair Value	Shares	Weighted- Average Grant- Date Fair Value
Restricted Stock				
Outstanding at beginning of year	58,611	\$ 61.44	57,175	\$ 53.08
Granted	25,451	69.73	25,416	70.67
Vested	(20,785)	60.52	(21,755)	50.15
Forfeited or cancelled	(4,005)	60.50	(2,225)	62.40
Outstanding at end of year	<u>59,272</u>	\$ 65.85	<u>58,611</u>	\$ 61.44

Deferred Compensation Plan

The Corporation has a deferred compensation agreement with one of its former executive officers. The benefits were payable beginning June 30, 2009, the date of termination of employment with the Corporation via retirement. The estimated annual cash benefit payment upon retirement at the age of 70 under the salary continuation plan is \$108,011. The payoff is for the participant's lifetime and is guaranteed to the participant or their surviving beneficiary for a minimum of 15 years. Related expense for this agreement was approximately \$10,000, \$15,000, and \$19,000 for the years ended December 31, 2022, 2021 and 2020, respectively. The vested present value of future payments of approximately \$ 156,000 and \$255,000 at December 31, 2022 and 2021, respectively, is included in other liabilities. During 2022 and 2021 the discount rate used to present value the future payments of this obligation was 4.95%.

Note 18 Stockholders' Equity and Regulatory Matters

The Bank, as a national bank, is subject to the dividend restrictions set forth by the Office of the Comptroller of the Currency. Under such restrictions, the Bank may not, without the prior approval of the Office of the Comptroller of the Currency, declare dividends in excess of the sum of the current year's earnings (as defined) plus the retained earnings (as defined) from the prior two years. The dividends that the Bank could declare without the prior approval of the Office of the Comptroller of the Currency as of December 31, 2022 totaled approximately \$69,257,000. The payment of dividends may be further limited because of the need for the Bank to maintain capital ratios satisfactory to applicable regulatory agencies.

Banks and certain bank holding companies are subject to regulatory capital requirements administered by federal banking agencies. Capital adequacy guidelines and, additionally for banks, prompt corrective action regulations involve quantitative measures of assets, liabilities, and certain off-balance sheet items calculated under regulatory accounting practices. Capital amounts and classifications are also subject to qualitative judgments by regulators. Failure to meet capital requirements can initiate regulatory action.

The Economic Growth, Regulatory Relief, and Consumer Protection Act, signed into law in May 2018 raised the threshold for those bank holding companies subject to the Federal Reserve's Small Bank Holding Company Policy Statement to \$3 billion. As a result, as of the effective date of that change in 2018, the Corporation was no longer required to comply with the risk-based capital rules applicable to the Bank. The Federal Reserve may, however, require smaller bank holding companies to maintain certain minimum capital levels, depending upon general economic conditions and a bank holding company's particular condition, risk profile and growth plans. Due to the acquisition of Denmark, the Corporation became subject to compliance with risk-based capital rules beginning with the third quarter of 2022, and will remain so as long as it remains above the \$3 billion threshold.

Under regulatory guidance for non-advanced approaches institutions, the Bank and Corporation are required to maintain minimum amounts and ratios of common equity Tier I capital to risk-weighted assets, including an additional conservation buffer determined by banking regulators. As of December 31, 2022 and 2021, this buffer was 2.50%. As of December 31, 2022 and 2021, the Bank and Corporation met all capital adequacy requirements to which they are subject.

Actual and required capital amounts and ratios are presented below (dollar amounts in thousands):

	Actual		For Capital Adequacy Purposes		Minimum Capital Adequacy with Capital Buffer		To Be Well Capitalized Under Prompt Corrective Action Provisions	
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio
December 31, 2022								
Total capital (to risk-weighted assets):								
Corporation	\$ 387,814	12.23 %	\$ 253,689	8.00 %	\$ 332,967	10.50 %	NA	NA
Bank	\$ 372,312	11.75 %	\$ 253,504	8.00 %	\$ 332,724	10.50 %	\$ 316,880	10.00 %
Tier 1 capital (to risk-weighted assets):								
Corporation	\$ 341,634	10.77 %	\$ 190,627	6.00 %	\$ 269,545	8.50 %	NA	NA
Bank	\$ 349,632	11.03 %	\$ 190,128	6.00 %	\$ 269,348	8.50 %	\$ 253,504	8.00 %
Common Equity Tier 1 capital (to risk-weighted assets):								
Corporation	\$ 341,634	10.77 %	\$ 142,700	4.50 %	\$ 221,978	7.00 %	NA	NA
Bank	\$ 349,632	11.03 %	\$ 142,596	4.50 %	\$ 221,816	7.00 %	\$ 205,972	6.50 %
Tier 1 capital (to average assets):								
Corporation	\$ 341,634	9.69 %	\$ 140,992	4.00 %	\$ 140,992	4.00 %	NA	NA
Bank	\$ 349,632	9.93 %	\$ 140,887	4.00 %	\$ 140,887	4.00 %	\$ 176,108	5.00 %

[Table of Contents](#)

	Actual		For Capital Adequacy Purposes		Minimum Capital Adequacy with Capital Buffer		To Be Well Capitalized Under Prompt Corrective Action Provisions	
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio
December 31, 2021								
Total capital (to risk-weighted assets):								
Corporation	\$ 297,467	12.44 %	NA	NA	NA	NA	NA	NA
Bank	\$ 291,994	12.21 %	\$ 191,339	8.00 %	\$ 251,133	10.50 %	\$ 239,174	10.00 %
Tier 1 capital (to risk-weighted assets):								
Corporation	\$ 259,652	10.86 %	NA	NA	NA	NA	NA	NA
Bank	\$ 271,679	11.36 %	\$ 143,505	6.00 %	\$ 203,298	8.50 %	\$ 191,339	8.00 %
Common Equity Tier 1 capital (to risk-weighted assets):								
Corporation	\$ 259,652	10.86 %	NA	NA	NA	NA	NA	NA
Bank	\$ 271,679	11.36 %	\$ 107,628	4.50 %	\$ 167,422	7.00 %	\$ 155,463	6.50 %
Tier 1 capital (to average assets):								
Corporation	\$ 259,652	9.29 %	NA	NA	NA	NA	NA	NA
Bank	\$ 271,679	9.72 %	\$ 111,825	4.00 %	\$ 111,825	4.00 %	\$ 139,781	5.00 %

Note 19 Segment Information

The Corporation, through the branch network of its subsidiary, the Bank, provides a full range of consumer and commercial financial institution services to individuals and businesses in Wisconsin. These services include credit cards; secured and unsecured consumer, commercial, and real estate loans; demand, time, and savings deposits; and ATM processing. The Corporation also offers a full-line of insurance services through its equity investment in Ansay and offers data processing services through its equity investment in UFS.

While the Corporation's chief decision makers monitor the revenue streams of various Corporation products and services, operations are managed and financial performance is evaluated on a Corporation-wide basis. Accordingly, all of the Corporation's financial institution operations are considered by management to be aggregated in one reportable operating segment.

Note 20 Commitments and Contingencies

The Corporation enters into commitments to originate loans whereby the interest rate on the loan is determined prior to funding (rate lock commitments). Rate lock commitments on mortgage loans that are intended to be sold are considered to be derivatives. Accordingly, such commitments, along with any related fees received from potential borrowers, are recorded at fair value in derivative assets or liabilities, with changes in fair value recorded in the net gain or loss on sale of mortgage loans. Fair value is based on fees currently charged to enter into similar agreements and for fixed rate commitments also considers the difference between current levels of interest rates and committed rates. The notional amount of rate lock commitments at December 31, 2022 and 2021, respectively, was \$3,736,000 and \$21,921,000.

The Bank is party to financial instruments with off-balance sheet risk in the normal course of business to meet the financing needs of its customers. These instruments involve, to varying degrees, elements of credit risk in excess of the amount recognized in the consolidated balance sheets.

The Bank's exposure to credit loss is represented by the contractual or notional amount of these commitments. The Bank follows the same credit policies in making commitments as it does for on-balance-sheet instruments. Since some of the commitments are expected to expire without being drawn upon and some of the commitments may not be drawn upon to the total extent of the commitment, the notional amount of these commitments does not necessarily represent future cash requirements.

[Table of Contents](#)

The following commitments were outstanding at December 31 (dollar amounts in thousands):

	Notional Amount	
	December 31, 2022	December 31, 2021
Commitments to extend credit:		
Fixed	\$ 120,906	\$ 90,036
Variable	539,658	412,095
Credit card arrangements	17,364	10,916
Letters of credit	10,343	9,062

Commitments to extend credit are agreements to lend to a customer at fixed or variable rates as long as there is no violation of any condition established in the contract. Commitments have fixed expiration dates or other termination clauses and may require payment of a fee. The amount of collateral obtained upon extension of credit is based on management's credit evaluation of the customer. Collateral held varies but may include accounts receivable; inventory; property, plant, and equipment; real estate; and stocks and bonds.

Letters of credit include \$10,343,000 of standby letters of credit and no direct pay letters of credit and. Standby letters of credit are conditional lending commitments issued by the Corporation to guaranty the performance of a customer to a third party. Direct pay letters of credit generally are issued to support the marketing of industrial development revenue and housing bonds and provide that all debt service payments will be paid by drawing on the letter of credit. The letter of credit draws are then repaid by draws from the customer's bank account. Generally, all standby letters of credit issued have expiration dates within one year. The credit risk involved in issuing letters of credit is essentially the same as that involved in extending loan facilities to customers. The Corporation generally holds collateral supporting these commitments. The majority of the Corporation's loans, commitments, and letters of credit have been granted to customers in the Corporation's market area. The concentrations of credit by type are set forth in Note 4. Standby letters of credit were granted primarily to commercial borrowers. Management believes the diversity of the local economy will prevent significant losses in the event of an economic downturn.

Note 21 Leases

In accordance with GAAP, leases where the Corporation is the lessee are recognized on-balance sheet through a right-of-use ("ROU") model that requires recognition of a ROU lease asset and liability on the balance sheet for all leases with a term longer than 12 months. Leases are classified as finance or operating, with classification affecting the pattern and classification of expense recognition in the income statement.

The Corporation leases certain properties under operating leases that resulted in the recognition of ROU lease assets of approximately \$1,582,000 and \$1,580,000 and corresponding lease liabilities of similar value on the Corporation's Consolidated Balance Sheets as of December 31, 2022 and 2021, respectively.

GAAP provides a number of optional practical expedients in transition. The Corporation has elected the "package of practical expedients," which permits the Corporation not to reassess under the new standard the prior conclusions about lease identification, lease classification and initial direct costs. The Corporation also elected the use of the hindsight, a practical expedient which permits the use of information available after lease inception to determine the lease term via the knowledge of renewal options exercised not available as of the leases inception. The Corporation elected the short-term lease recognition exemption for all leases that qualify, meaning those with terms under twelve months. ROU assets or lease liabilities are not to be recognized for short-term leases. The Corporation also elected the practical expedient to not separate lease and non-lease components for all leases, the majority of which consist of real estate common area maintenance expenses. However, since these non-lease items are subject to change, they are treated and disclosed as variable payments in the quantitative disclosures below.

[Table of Contents](#)

Lessee Leases

The Corporation's lessee leases are operating leases, and consist of leased real estate for branches. Options to extend and renew leases are generally exercised under normal circumstances. Advance notification is required prior to termination, and any noticing period is often limited to the months prior to renewal. Rent escalations are generally specified by a payment schedule, or are subject to a defined formula. The Corporation also elected the practical expedient to not separate lease and non-lease components for all leases, the majority of which consist of real estate common area maintenance expenses. Generally, leases do not include guaranteed residual values, but instead typically specify that the leased premises are to be returned in satisfactory condition with the Corporation liable for damages.

For operating leases, the lease liability and ROU asset (before adjustments) are recorded at the present value of future lease payments. The Corporation is electing to utilize the Wall Street Journal Prime Rate on the date of lease commencement as the lease interest rate.

(dollars in thousands)	For the year ended	
	December 31, 2022	December 31, 2021
Amortization of ROU Assets - Operating Leases	\$ (1)	\$ 11
Interest on Lease Liabilities - Operating Leases	96	87
Operating Lease Cost (Cost resulting from lease payments)	95	98
Weighted Average Lease Term (Years) - Operating Leases	31.00	32.00
Weighted Average Discount Rate - Operating Leases	5.50 %	5.50 %

A maturity analysis of operating lease liabilities and reconciliation of the undiscounted cash flows to the total operating lease liabilities is as follows (dollar amounts in thousands):

	December 31, 2022
Operating lease payments due:	
Within one year	\$ 85
After one but within two years	86
After two but within three years	86
After three but within four years	94
After four years but within five years	94
After five years	3,137
Total undiscounted cash flows	3,582
Discount on cash flows	(2,000)
Total operating lease liabilities	\$ 1,582

Note 22 Fair Value of Financial Instruments

Accounting guidance establishes a fair value hierarchy 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: Quoted prices (unadjusted) or identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- 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.

[Table of Contents](#)

Information regarding the fair value of assets measured at fair value on a recurring basis is as follows (dollar amounts in thousands):

	Instruments Measured At Fair Value	Markets for Identical Assets (Level 1)	Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
December 31, 2022				
Assets				
Securities available for sale				
U.S. Treasury securities	\$ 142,097	\$ —	\$ 142,097	\$ —
Obligations of U.S. Government sponsored agencies	21,749	—	21,749	—
Obligations of states and political subdivisions	83,186	—	83,186	—
Mortgage-backed securities	36,637	—	36,637	—
Corporate notes	19,994	—	19,994	—
Certificates of deposit	974	—	974	—
Mortgage servicing rights	9,582	—	9,582	—
December 31, 2021				
Assets				
Securities available for sale				
U.S. Treasury securities	\$ 49,502	\$ —	\$ 49,502	\$ —
Obligations of U.S. Government sponsored agencies	26,546	—	26,546	—
Obligations of states and political subdivisions	86,738	—	86,738	—
Mortgage-backed securities	27,259	—	27,259	—
Corporate notes	21,102	—	21,102	—
Certificates of deposit	1,542	—	1,542	—
Mortgage servicing rights	5,016	—	5,016	—

There were no assets measured on a recurring basis using significant unobservable inputs (Level 3) during these periods.

Information regarding the fair value of assets measured at fair value on a non-recurring basis is as follows (dollar amounts in thousands):

	Assets Measured At Fair Value	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
December 31, 2022				
OREO	\$ 2,520	\$ —	\$ —	\$ 2,520
Impaired Loans, net of impairment reserve	3,478	—	—	3,478
	<u>\$ 5,998</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 5,998</u>
December 31, 2021				
OREO	\$ 150	\$ —	\$ —	\$ 150
Impaired Loans, net of impairment reserve	6,233	—	—	6,233
	<u>\$ 6,383</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 6,383</u>

[Table of Contents](#)

The following is a description of the valuation methodologies used by the Corporation for the items noted in the table above, including the general classification of such instruments in the fair value hierarchy. For individually evaluated impaired loans, the amount of impairment is based upon the present value of expected future cash flows discounted at the loan's effective interest rate, the estimated fair value of the underlying collateral for collateral-dependent loans, or the estimated liquidity of the note. For OREO, the fair value is based upon the estimated fair value of the underlying collateral adjusted for the expected costs to sell. The following table shows significant unobservable inputs used in the fair value measurement of Level 3 assets:

	Valuation Technique	Unobservable Inputs	Range of Discounts	Weighted Average Discount
As of December 31, 2022				
Other real estate owned	Third party appraisals, sales contracts or brokered price options	Collateral discounts and estimated costs to sell	0 %	0 %
Impaired loans	Third party appraisals and discounted cash flows	Collateral discounts and discount rates	0% - 71 %	25.5 %
As of December 31, 2021				
Other real estate owned	Third party appraisals, sales contracts or brokered price options	Collateral discounts and estimated costs to sell	18% - 97 %	18.0 %
Impaired loans	Third party appraisals and discounted cash flows	Collateral discounts and discount rates	0% - 100 %	7.4 %

The following methods and assumptions were used by the Corporation to estimate fair value of financial instruments.

Cash and cash equivalents - Fair value approximates the carrying amount.

Securities - The fair value measurement is obtained from an independent pricing service and is based on recent sales of similar securities and other observable market data.

Loans held for sale - Fair value is based on commitments on hand from investors or prevailing market prices.

Loans - Fair value of variable rate loans that reprice frequently are based on carrying value. Fair value of other loans is estimated by discounting future cash flows using current rates at which similar loans would be made to borrowers with similar credit ratings. Fair value of impaired and other nonperforming loans are estimated using discounted expected future cash flows or the fair value of the underlying collateral, if applicable.

Other investments - The carrying amount reported in the consolidated balance sheets for other investments approximates the fair value of these assets.

Mortgage servicing rights - Fair values were determined using the present value of future cash flows.

Cash value of life insurance - The carrying amount approximates its fair value.

Deposits - Fair value of deposits with no stated maturity, such as demand deposits, savings, and money market accounts, by definition, is the amount payable on demand on the reporting date. Fair value of fixed-rate time deposits is estimated using discounted cash flows applying interest rates currently offered on similar time deposits.

Securities sold under repurchase agreements - The fair value of securities sold under repurchase agreements with variable rates or due on demand is the amount payable at the reporting date. The fair value of securities sold under repurchase

[Table of Contents](#)

agreements with fixed terms is estimated using discounted cash flows with discount rates at interest rates currently offered for securities sold under repurchase agreements of similar remaining values.

Notes payable and Subordinated notes - Rates currently available to the Corporation for debt with similar terms and remaining maturities are used to estimate fair value of existing debt. Fair value of borrowings is estimated by discounting future cash flows using the current rates at which similar borrowings would be made. Fair value of borrowed funds due on demand is the amount payable at the reporting date.

Off-balance-sheet instruments - Fair value is based on quoted market prices of similar financial instruments where available. If a quoted market price is not available, fair value is based on fees currently charged to enter into similar agreements, taking into account the remaining terms of the agreement and the company's credit standing. Since this amount is immaterial, no amounts for fair value are presented.

The carrying value and estimated fair value of financial instruments at December 31 follows (dollar amounts in thousands):

December 31, 2022	Carrying amount	Level 1	Level 2	Level 3	Total
Financial assets:					
Cash and cash equivalents	\$ 119,351	\$ 119,351	\$ —	\$ —	\$ 119,351
Securities held to maturity	45,097	—	43,770	—	43,770
Securities available for sale	304,637	—	304,637	—	304,637
Loans held for sale	648	—	—	648	648
Loans, net	2,871,298	—	—	2,832,454	2,832,454
Other investments, at cost	16,495	—	—	16,495	16,495
Mortgage servicing rights	9,582	—	9,582	—	9,582
Cash surrender value of life insurance	46,050	46,050	—	—	46,050

Financial liabilities:					
Deposits	\$ 3,060,229	\$ —	\$ —	\$ 2,732,007	\$ 2,732,007
Securities sold under repurchase agreements	97,196	—	97,196	—	97,196
Notes payable	1,929	—	1,929	—	1,929
Subordinated notes	23,500	—	23,500	—	23,500

December 31, 2021	Carrying amount	Level 1	Level 2	Level 3	Total
Financial assets:					
Cash and cash equivalents	\$ 296,860	\$ 296,860	\$ —	\$ —	\$ 296,860
Securities held to maturity	5,911	—	5,922	—	5,922
Securities available for sale	212,689	—	212,689	—	212,689
Loans held for sale	786	—	—	786	786
Loans, net	2,215,199	—	—	2,210,593	2,210,593
Other investments, at cost	9,004	—	—	9,004	9,004
Mortgage servicing rights	5,016	—	5,016	—	5,016
Cash surrender value of life insurance	31,897	31,897	—	—	31,897

Financial liabilities:					
Deposits	\$ 2,528,440	\$ —	\$ —	\$ 2,457,287	\$ 2,457,287
Securities sold under repurchase agreements	41,122	—	41,122	—	41,122
Notes payable	8,011	—	8,011	—	8,011
Subordinated notes	17,500	—	17,500	—	17,500

The fair value of a financial instrument is the current amount that would be exchanged between willing parties, other than in a forced liquidation. Fair value is best determined based upon quoted market prices. However, in many instances, there are no quoted market prices for the Corporation's various financial instruments. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly,

the fair value estimates may not be realized in an immediate settlement of the instrument. Consequently, the aggregate fair value amounts presented may not necessarily represent the underlying fair value of the Corporation.

Fair value estimates are made at a specific point in time based on relevant market information and information about the financial instrument. These estimates do not reflect any premium or discount that could result from offering for sale at one time the Corporation's entire holdings of a particular instrument. Because no market exists for a significant portion of the Corporation's financial instruments, fair value estimates are based on judgments regarding future expected loss experience, current economic conditions, risk characteristics of various financial instruments, and other factors. These estimates are subjective in nature and involve uncertainties and matters that could affect the estimates. Fair value estimates are based on existing on- and off-balance-sheet financial instruments without attempting to estimate the value of anticipated future business and the value of assets and liabilities that are not considered financial instruments.

Deposits with no stated maturities are defined as having a fair value equivalent to the amount payable on demand. This prohibits adjusting fair value derived from retaining those deposits for an expected future period of time. This component, commonly referred to as a deposit base intangible, is neither considered in the above amounts nor is it recorded as an intangible asset on the consolidated balance sheet. Significant assets and liabilities that are not considered financial assets and liabilities include premises and equipment. In addition, the tax ramifications related to the realization of the unrealized gains and losses can have a significant effect on fair value estimates and have not been considered in the estimates.

Note 23 Parent Company Only Financial Statements

Balance Sheets

	December 31	
	2022	2021
	(In Thousands)	
<i>Assets</i>		
Cash and cash equivalents	\$ 14,760	\$ 6,183
Securities	1,851	—
Investment in Bank	461,101	334,680
Investment in Veritas	39	39
Other assets	462	7
TOTAL ASSETS	\$ 478,213	\$ 340,909
<i>Liabilities and Stockholders' Equity</i>		
<i>Liabilities</i>		
Subordinated notes	\$ 23,500	\$ 17,500
Other liabilities	1,610	756
Total liabilities	25,110	18,256
<i>Stockholders' equity:</i>		
Common stock	101	85
Additional paid-in capital	218,263	93,149
Retained earnings	295,496	258,104
Treasury stock, at cost	(45,191)	(32,294)
Accumulated other comprehensive income (loss)	(15,566)	3,609
Total stockholders' equity	453,103	322,653
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 478,213	\$ 340,909

Statements of Income

	Years Ended December 31		
	2022	2021 (In Thousands)	2020
Income:			
Dividends received from Bank	\$ 22,281	\$ 22,361	\$ 21,406
Equity in undistributed earnings of subsidiaries	25,258	24,687	18,104
Other income	9	—	(7)
Total income	47,548	47,048	39,503
Other expenses	3,204	2,205	2,005
Benefit for income taxes	(870)	(601)	(548)
Net income	\$ 45,214	\$ 45,444	\$ 38,046

Statements of Cash Flows

	Years Ended December 31,		
	2022	2021 (In thousands)	2020
Cash flow from operating activities:			
Net income	\$ 45,214	\$ 45,444	\$ 38,046
Adjustments to reconcile net income to net cash provided by operating activities:			
Stock compensation	1,662	1,393	1,081
Equity in earnings of subsidiaries (includes dividends)	(47,539)	(47,048)	(39,410)
Changes in other assets and liabilities:			
Other assets	(772)	1	606
Other liabilities	(2,054)	(660)	478
Net cash provided by (used in) operating activities	(3,489)	(870)	801
Cash flows from investing activities, net of effects of business combination:			
Dividends received from Bank	22,355	22,360	21,406
Dividends received from Veritas	—	—	2,121
Net cash used in business combination	5,159	—	(4,474)
Contribution to subsidiaries	—	—	(65)
Net cash provided by investing activities	27,514	22,360	18,988
Cash flows from financing activities, net of effects of business combination:			
Repayment of notes payable	—	—	(10,000)
Proceeds from notes payable	—	—	—
Repayment of subordinate notes	—	—	(7,122)
Proceeds from subordinated notes	6,000	—	6,000
Cash dividends paid	(7,248)	(8,733)	(6,147)
Issuance of common stock	114	—	3,368
Repurchase of common stock	(14,314)	(8,158)	(4,367)
Net cash (used in) provided by financing activities	(15,448)	(16,891)	(18,268)
Net increase (decrease) in cash and cash equivalents	8,577	4,599	1,521
Cash and cash equivalents at beginning	6,183	1,584	63
Cash and cash equivalents at end	\$ 14,760	\$ 6,183	\$ 1,584

Note 24 Earnings Per Common Share

See Note 1 for the Corporation's accounting policy regarding per share computations. Earnings per common share, earnings per share assuming dilution, and related information are summarized as follows:

(in thousands, except per share data)	Years ended December 31,		
	2022	2021	2020
Basic			
Net income available to common shareholders	\$ 45,214	\$ 45,444	\$ 38,046
Less: Earnings allocated to participating securities	(330)	(351)	(287)
Net income allocated to common shareholders	\$ 44,884	\$ 45,093	\$ 37,759
Weighted average common shares outstanding including participating securities	8,104,117	7,680,896	7,497,862
Less: Participating securities	(59,211)	(59,264)	(56,606)
Average shares	8,044,906	7,621,632	7,441,256
Basic earnings per common shares	\$ 5.58	\$ 5.92	\$ 5.07
Diluted			
Net income available to common shareholders	\$ 45,214	\$ 45,444	\$ 38,046
Weighted average common shares outstanding for basic earnings per common share	8,044,906	7,621,632	7,441,256
Add: Dilutive effects of stock based compensation awards	24,354	21,535	39,821
Average shares and dilutive potential common shares	8,069,260	7,643,167	7,481,077
Diluted earnings per common share	\$ 5.58	\$ 5.92	\$ 5.07

Note 25 Quarterly Results of Operations

2022 Quarters	Fourth	Third	Second	First
	(dollars in thousands, except share and per share data)			
Interest income	\$ 35,754	\$ 30,740	\$ 25,820	\$ 24,220
Interest expense	5,132	3,047	2,340	1,930
Net interest and dividend income	30,622	27,693	23,480	22,290
Provision for loan losses	500	—	500	1,200
Net interest and dividend income after provision for loan losses	30,122	27,693	22,980	21,090
Noninterest income	3,896	5,166	5,551	5,234
Noninterest expense	17,254	18,895	13,219	12,731
Income before provision for income taxes	16,764	13,964	15,312	13,593
Provision for income taxes	3,920	3,431	3,658	3,410
Net income	\$ 12,844	\$ 10,533	\$ 11,654	\$ 10,183
Share data				
Average shares outstanding, basic	8,962,400	8,205,914	7,457,443	7,540,264
Average shares outstanding, diluted	8,993,685	8,228,197	7,472,561	7,559,844
Earnings per share, basic	\$ 1.43	\$ 1.26	\$ 1.55	\$ 1.34
Earnings per share, diluted	\$ 1.43	\$ 1.26	\$ 1.55	\$ 1.34

[Table of Contents](#)

2021 Quarters	Fourth	Third	Second	First
	(dollars in thousands, except share and per share data)			
Interest income	\$ 25,043	\$ 24,898	\$ 24,003	\$ 24,442
Interest expense	1,812	1,964	2,189	2,339
Net interest and dividend income	23,231	22,934	21,814	22,103
Provision for loan losses	600	650	950	900
Net interest and dividend income after provision for loan losses	22,631	22,284	20,864	21,203
Noninterest income	5,520	5,031	6,647	6,343
Noninterest expense	13,435	12,469	12,294	12,358
Income before provision for income taxes	14,716	14,846	15,217	15,188
Provision for income taxes	3,553	3,628	3,669	3,673
Net income	\$ 11,163	\$ 11,218	\$ 11,548	\$ 11,515
Share data				
Average shares outstanding, basic	7,570,128	7,605,541	7,653,317	7,657,301
Average shares outstanding, diluted	7,595,052	7,624,791	7,668,740	7,677,976
Earnings per share, basic	\$ 1.47	\$ 1.46	\$ 1.50	\$ 1.49
Earnings per share, diluted	\$ 1.47	\$ 1.46	\$ 1.50	\$ 1.49

Note 26 Subsequent Merger Transaction

On February 10, 2023, the Corporation completed a merger with Hometown Bancorp, Ltd. ("Hometown"), a bank holding company headquartered in Fond Du Lac, Wisconsin, pursuant to the Agreement and Plan of Bank Merger, dated as of July 25, 2022, by and between the Corporation and Hometown, whereby Hometown merged with and into the Corporation, and Hometown Bank, Hometown's wholly-owned banking subsidiary, merged with and into the Bank. Hometown's principal activity was the ownership and operation of Hometown Bank, a state-chartered banking institution. The merger consideration totaled approximately \$130.5 million.

Pursuant to the terms of the merger agreement, Hometown shareholders could elect to receive either 0.3962 of a share of the Corporation's common stock or \$29.16 in cash for each outstanding share of Hometown common stock, subject to a maximum of 30% cash consideration in total, and cash in lieu of any remaining fractional share. Corporation stock issued totaled 1,450,272 shares valued at approximately \$115.1 million, with cash of \$15.4 million comprising the remainder of merger consideration. At close, the combined company had total assets of approximately \$4.2 billion, loans of approximately \$3.3 billion and deposits of approximately \$3.5 billion.

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

None

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

An evaluation of the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) or 15d-15(e) under the Exchange Act) as of December 31, 2022 was carried out under the supervision and with the participation of the Company's Chief Executive Officer, Chief Financial Officer and other members of the Company's senior management. The Company's Chief Executive Officer and Chief Financial Officer concluded that, as of December 31, 2022, the Company's disclosure controls and procedures were effective for ensuring that information the Company is required to disclose in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to the Company's senior management, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control over Financial Reporting

The management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting. The Company's internal control system was designed to provide reasonable assurance to the Company's management and board of directors regarding the preparation and fair presentation of the financial statements. No matter how well designed, internal control over financial reporting 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. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

The Company's management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2022. In making this assessment, it used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework (2013).

Based on this assessment management has determined that, as of December 31, 2022, the Company's internal control over financial reporting is effective based on the specified criteria.

This Annual Report does not include an attestation report from our registered public accounting firm regarding our internal control over financial reporting. Management's report was not subject to attestation by our registered public accounting firm pursuant to rules of the SEC that permit emerging growth companies, which we are, to provide only Management's Annual Report on Internal Control over Financial Reporting in this Annual Report.

Changes in Internal Controls

There was no change in our internal control over financial reporting that occurred during the fourth quarter ended December 31, 2022 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. There has also been no significant impact to internal controls over financial reporting as a result of the continuing COVID-19 pandemic. The Company is continually monitoring and assessing changes in processes and activities to determine any potential impact on the design and operating effectiveness of internal controls over financial reporting.

Limitations on the Effectiveness of Controls

The Company's management recognizes that a control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to

[Table of Contents](#)

their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, errors and instances of fraud, if any, within the Company have been detected.

ITEM 9B. OTHER INFORMATION

None.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required in Part III, Item 10 will be under the headings “Proposal 1—Election of Directors,” “Executive Officers,” “Corporate Governance,” “Committees of the Board of Directors” and “Section 16(a) Beneficial Ownership Reporting Compliance” in the Company’s definitive proxy statement for the 2023 Annual Meeting of Shareholders, incorporated herein by reference.

ITEM 11. EXECUTIVE COMPENSATION

The information required in Part III, Item 11 will be under the headings “Director Compensation,” “Named Executive Officer Compensation” and “Committees of the Board of Directors” in the Company’s definitive proxy statement for the 2023 Annual Meeting of Shareholders, incorporated herein by reference.

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

Equity Compensation Plan Information

The following table provides information as of December 31, 2022 with respect to shares of common stock that may be issued under the Company’s equity compensation plans.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	0	\$ 0	648,734
Total at December 31, 2022	0	\$ 0	648,734

(1) On June 8, 2020, the Company’s shareholders approved the Company’s 2020 Equity Plan, authorizing up to 700,000 shares of stock to be awarded as long-term incentive compensation to employees and non-employee directors over a period of ten (10) years.

The remaining information required in Part III, Item 12 will be under the heading “Common Stock Ownership of Certain Beneficial Owners and Management” in the Company’s definitive proxy statement for the 2023 Annual Meeting of Shareholders, incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required in Part III, Item 13 will be under the headings “Certain Relationships and Related-Party Transactions” and “Corporate Governance” in the Company’s definitive proxy statement for the 2023 Annual Meeting of Shareholders, incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required in Part III, Item 14 will be under the heading “Information Regarding the Company’s Independent Registered Public Accounting Firm” in the Company’s definitive proxy statement for the 2023 Annual Meeting of Shareholders, incorporated herein by reference.

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

The following consolidated financial statements of Bank First and our subsidiaries and related reports of our independent registered public accounting firm are incorporated in this Item 15 by reference from Part II - Item 8. Financial Statements and Supplementary Data of this Report.

Consolidated balance sheets as of December 31, 2022 and 2021

Consolidated statements of income for the years ended December 31, 2022, 2021 and 2020

Consolidated statements of comprehensive income for the years ended December 31, 2022, 2021 and 2020

Consolidated statements of changes in shareholders' equity for the years ended December 31, 2022, 2021 and 2020

Consolidated statements of cash flows for the years ended December 31, 2022, 2021 and 2020

Notes to Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm

2. Financial Statement Schedules

None are applicable because the required information has been incorporated in the consolidated financial statements and notes thereto of Bank First and our subsidiaries which are incorporated in this Annual Report by reference.

3. Exhibits

The following exhibits are filed or furnished herewith or are incorporated herein by reference to other documents previously filed with the SEC.

EXHIBIT INDEX

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated July 25, 2022, by and between Bank First Corporation and Hometown Bancshares, Ltd. (filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on July 26, 2022 and incorporated herein by reference).
2.2	Agreement and Plan of Merger, dated January 18, 2022, by and between Bank First Corporation and Denmark Bancshares, Inc. (filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on January 19, 2022 and incorporated herein by reference).
2.3	Agreement and Plan of Merger, dated November 19, 2019, by and between Bank First Corporation and Tomah Bancshares, Inc. (filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on November 19, 2019 and incorporated herein by reference).
3.1	Restated Articles of Incorporation of Bank First Corporation (filed as Exhibit 3.1 to the Company's Registration Statement on Form 10-12B/A (File No. 001-38676) filed with the SEC on October 17, 2018 and incorporated herein by reference).
3.2	Amended and Restated Bylaws of Bank First Corporation (filed as Exhibit 3.2 to the Company's Registration Statement on Form 10-12B/A (File No. 001-38676) filed with the SEC on October 17, 2018 and incorporated herein by reference).
4.1	Form of Certificate of Common Stock of Bank First Corporation (filed as Exhibit 4.1 to the Company's Registration Statement on Form 10-12B (File No. 001-38676) filed with the SEC on September 24, 2018 and incorporated herein by reference).
4.2	Description of Registered Securities.
10.1	Bank First Corporation 2011 Equity Plan (filed as Exhibit 10.1 to the Company's Registration Statement on Form 10-12B (File No. 001-38676) filed with the SEC on September 24, 2018 and incorporated herein by reference).*
10.2	Amendments to Bank First National Corporation 2011 Equity Plan (filed as Exhibit 99.2 to the Company's Current Report on Form 8-K (File No. 001-38676) filed with the SEC on February 22, 2019 and incorporated herein by reference).*

[Table of Contents](#)

Exhibit No.	Description
10.3	Bank First Corporation 2020 Equity Plan, as amended (filed as Exhibit 10.3 to the Company's Annual Report on Form 10-K filed with the SEC on March 12, 2021 and incorporated herein by reference). *
10.4	Form of Restricted Stock Award Agreement for Named Executive Officers (filed as Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the SEC on March 4, 2022 and incorporated herein by reference).*
10.5	Form of Restricted Stock Award Agreement for Non-Employee Directors (filed as Exhibit 99.2 to the Company's Current Report on Form 8-K filed with the SEC on March 4, 2022 and incorporated herein by reference).*
10.6	Change in Control Agreement dated April 12, 2022 between Bank First Corporation and Michael B. Molepske
10.7	Change in Control Agreement dated April 12, 2022 between Bank First Corporation and Kevin M. LeMahieu
10.8	Change in Control Agreement dated April 12, 2022 between Bank First Corporation and Jason V. Krepline
10.9	Change in Control Agreement dated April 11, 2022 between Bank First Corporation and Joan A. Woldt
10.10	Change in Control Agreement dated February 10, 2023 between Bank First Corporation and Timothy J. McFarlane
21	Subsidiaries of Bank First Corporation.
23.1	Consent of Independent Registered Public Accounting Firm (FORVIS, LLP).
24	Power of Attorney contained on the signature pages of this 2022 Annual Report on Form 10-K and incorporated herein by reference.
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded in the Inline XBRL document)

* Compensatory plan or arrangement.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, Bank First Corporation has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

BANK FIRST CORPORATION

March 10, 2023

By: /s/ Michael B. Molepske

Michael B. Molepske
Chief Executive Officer
(Principal Executive Officer)

March 10, 2023

By: /s/ Kevin M. LeMahieu

Kevin M. LeMahieu
Chief Financial Officer
(Principal Financial Officer and
Principal Accounting Officer)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Michael B. Molepske and Kevin M. LeMahieu and each of them, his or her true and lawful attorney(s)-in-fact and agent(s), with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments to this report and to file the same, with all exhibits and schedules thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney(s)-in-fact and agent(s) full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney(s)-in-fact and agent (s), or their substitute(s), may lawfully do or cause to be done by virtue hereof.

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

<u>/s/ Michael G. Ansay</u>	Director	March 10, 2023
Michael G. Ansay		
<u>/s/ Mary-Kay H. Bourboulas</u>	Director	March 10, 2023
Mary-Kay H. Bourboulas		
<u>/s/ Robert D. Gregorski</u>	Director	March 10, 2023
Robert D. Gregorski		
<u>/s/ Judy L. Heun</u>	Director	March 10, 2023
Judy L. Heun		
<u>/s/ Robert W. Holmes</u>	Director	March 10, 2023
Robert W. Holmes		
<u>/s/ Stephen E. Johnson</u>	Director	March 10, 2023
Stephen E. Johnson		
<u>/s/Laura E. Kohler</u>	Director	March 10, 2023
Laura E. Kohler		
<u>/s/Phillip R. Maples</u>	Director	March 10, 2023
Phillip R. Maples		
<u>/s/Timothy J. McFarlane</u>	Director	March 10, 2023
Timothy J. McFarlane		
<u>/s/ Michael B. Molepske</u>	Director	March 10, 2023
Michael B. Molepske		
<u>/s/ David R. Sachse</u>	Director	March 10, 2023
David R. Sachse		
<u>/s/ Peter J. Van Sistine</u>	Director	March 10, 2023
Peter J. Van Sistine		

BANK FIRST CORPORATION
DESCRIPTION OF REGISTERED SECURITIES

Common Stock

The Company's authorized capital stock consists of 25,000,000 shares, of which 20,000,000 are Common Stock, par value \$0.01 per share, and of which 5,000,000 are Preferred Stock, par value \$0.01 per share. As of December 31, 2022, there were 10,064,858 shares of Common Stock issued, and 9,021,696 shares of Common Stock outstanding. No shares of Preferred Stock were issued or outstanding as of December 31, 2022. All of our outstanding shares of Common Stock are fully paid and non-assessable. Computershare, Inc. is the registrar and transfer agent for our Common Stock. Our Common Stock is traded on the Nasdaq Capital Market under the symbol "BFC."

Dividend Rights

Subject to any prior rights of holders of Preferred Stock then outstanding, the holders of the Common Stock will be entitled to dividends when, as and if declared by the Company's Board of Directors out of funds legally available therefor. Funds for the payment of dividends by the Company are expected to be obtained primarily from dividends of the Bank. There can be no assurance that the Company will have funds available for dividends, or that if they are available, that dividends will be declared by the Company's Board of Directors.

Voting Rights

Except as otherwise provided in the Restated Articles of Incorporation of the Company, all voting rights are vested in the holders of Common Stock. Each share of Common Stock is entitled to one vote on all matters submitted to a vote of shareholders, including election of directors. The Company's Board of Directors is classified into three classes, each class to be as nearly equal in number as possible. Shareholders of the Company do not have cumulative voting rights. Any director may be removed from office by the affirmative vote of 80% of the outstanding shares entitled to vote, and any vacancy created thereby may be filled by the affirmative vote of 80% of the outstanding shares entitled to vote. An amendment to Articles V, VII, VIII, IX, or X of the Restated Articles of Incorporation also requires the affirmative vote of at least 80% of the outstanding shares of stock entitled to vote on the amendment.

Preemptive Rights

Holders of our common stock do not have preference, conversion, exchange or preemptive rights. Our common stock has no sinking fund or redemption provisions.

Liquidation Rights

Subject to any rights of any Preferred Stock then outstanding, holders of Common Stock are entitled to share on a pro rata basis in the net assets of the Company which remain after satisfaction of all liabilities.

Certain Effects of Authorized but Unissued Stock

The availability for issuance of a substantial number of shares of Common Stock and Preferred Stock at the discretion of the Board of Directors will provide the Company with the flexibility to take advantage of

opportunities to issue such stock in order to obtain capital, as consideration for possible acquisitions and for other purposes (including, without limitation, the issuance of additional shares through stock splits and stock dividends in appropriate circumstances). There are, at present, no plans, understandings, agreements or arrangements concerning the issuance of additional shares of the Company capital stock, except for the shares of Common Stock reserved for issuance under the Company's stock compensation plans.

Uncommitted authorized but unissued shares of Common Stock may be issued from time to time to such persons and for such consideration as the Board of Directors of the Company may determine and holders of the then outstanding shares of Common Stock may or may not be given the opportunity to vote thereon, depending upon the nature of any such transactions, applicable law and the judgment of the Board of Directors of the Company regarding the submission of such issuance to the Company's shareholders. As noted, the Company's shareholders will have no preemptive rights to subscribe to newly issued shares.

Moreover, it will be possible that additional shares of Common Stock would be issued for the purpose of making an acquisition by an unwanted suitor of a controlling interest in the Company more difficult, time consuming or costly or would otherwise discourage an attempt to acquire control of the Company. Under such circumstances, the availability of authorized and unissued shares of Common Stock may make it more difficult for shareholders to obtain a premium for their shares. Such authorized and unissued shares could be used to create voting or other impediments or to frustrate a person seeking to obtain control of the Company by means of a merger, tender offer, proxy contest or other means. Such shares could be privately placed with purchasers who might cooperate with the Board of Directors of the Company in opposing such an attempt by a third party to gain control of the Company. The issuance of new shares of Common Stock could also be used to dilute ownership of a person or entity seeking to obtain control of the Company. Although the Company does not currently contemplate taking any such action, shares of Company capital stock could be issued for the purposes and effects described above, and the Board of Directors reserves its rights (if consistent with its fiduciary responsibilities) to issue such stock for such purposes.

CHANGE OF CONTROL AGREEMENT

THIS CHANGE OF CONTROL AGREEMENT (“Agreement”) is entered into as of the last date stated on the final page of this Agreement, by and between Bank First Corporation, including its successors and assigns (the “Company”), and Michael B. Molepske (“CEO”) (collectively the “parties”).

AGREEMENT:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:
 - a) “Cause” means the termination of CEO’s employment because of:
 - (i) the commission of any material act of dishonesty or disloyalty involving the Company;
 - (ii) CEO’s commission of a crime that substantially relates to CEO’s position with the Company that has a material adverse effect on the Company;
 - (iii) the willful engagement by CEO in conduct that is materially injurious to the Company; or
 - (iv) any breach by CEO of any non-disclosure, non-competition, non-solicitation, or confidentiality agreement that CEO may have with the Company.
 - b) “CIC” means Change of Control.
 - c) “CIC Date” means the date on which the CIC Event is consummated.
 - d) “CIC Event” means a change of control of the Company whereby:
 - (i) any corporation, person, or other entity, including a group, becomes the beneficial owner of 51% or more of the combined voting power of the Company’s then outstanding securities;
 - (ii) due to the consummation of a merger, reorganization or consolidation of the Company, the shareholders of the Company immediately prior to the merger, reorganization or consolidation no longer own 51% or more of the combined voting power of the merged, reorganized or consolidated company;
 - (iii) due to the sale, transfer, or other disposition of all or substantially all of the assets of the Company, the shareholders of the Company immediately prior to the sale, transfer or other disposition of assets no longer own 51%

- or more of the combined voting power of the entity to which assets were sold or transferred;
- (iv) a plan of liquidation of the Company is consummated; or
 - (v) within any two (2) year period, a majority of the Company's Board of Director positions are no longer held by the same directors, other than as a result of any settlement of a proxy contest or attempt to avoid a proxy contest.
- e) "CIC Period" means the time period beginning on the CIC Date and ending on the first anniversary thereof.
- f) "Date of Termination" means the date on which CEO has a separation of service with the Company.
- g) "Good Reason" means any of the following:
- (i) a material reduction in CEO's base salary or long-term incentive compensation;
 - (ii) a material reduction in CEO's authority, duties, or responsibilities;
 - (iii) CEO is required to be based at any office or location that is more than twenty-five (25) miles from the location where CEO was principally employed immediately preceding the CIC Date; or
 - (iv) a material breach of this Agreement by the Company.

CEO's right to terminate employment for Good Reason shall not be affected by CEO's incapacities due to mental or physical illness and CEO's continued employment shall not constitute consent to, or a waiver of rights with respect to, any event or condition constituting Good Reason; provided, however, that CEO must provide at least ninety (90) days prior written notice of termination of employment. Good Reason shall not be deemed to exist under this Agreement unless CEO gives CEO's notice of termination, as provided in Section 11, to the Company within sixty (60) days following CEO's knowledge of an event constituting Good Reason, and the Company does not materially correct or cure such event(s) or act(s), if curable, within thirty (30) days. The Company may, in its sole discretion, immediately relieve CEO of any further job responsibilities and release CEO earlier than the date of termination stated in the notice of termination.

- h) "Restricted Area" means within twenty-five (25) miles from the location where CEO was principally employed immediately preceding the Date of Termination.
- i) "Restricted Industry" means (i) retail or commercial banks and (ii) credit unions.

j) “Restricted Period” means eighteen (18) months.

2. Obligations of CEO. During CEO’s employment with the Company, CEO shall devote CEO’s best efforts and attention, on a full-time basis, to the performance of the duties required of CEO as an employee of the Company. CEO shall provide such services using such care and attention as would be taken by a competent and prudent person in a like position of employment under similar circumstances. CEO shall have such authority and responsibility reasonably commensurate with CEO’s job title as may be assigned to CEO from time-to-time by the Company in its sole discretion. CEO agrees to be bound by and comply with all policies, procedures, rules and regulations of the Company, including but not limited to those set forth in any compliance policy adopted by the Company or set forth in its employee handbook or manual, as may be amended by the Company in its sole discretion. CEO further agrees that CEO shall at all times during CEO’s employment with the Company act in compliance with all federal, state and local laws, regulations and ordinances

3. Termination During the CIC Period. The Company may terminate CEO during the CIC Period, with or without cause. CEO may terminate CEO’s employment during the CIC Period for Good Reason or without Good Reason.

4. Obligations of the Company Upon Termination of the Chief Executive Officer During the CIC Period. If the Company terminates CEO without Cause, or CEO terminates CEO’s employment for Good Reason during the CIC Period, the Company shall pay to CEO the following:

- a) A lump sum cash payment equal to three times CEO’s base salary in effect on the Date of Termination; plus
- b) A cash bonus equaling the average of the previous three years’ bonus amounts; plus
- c) Reimbursement of health insurance continuation coverage premiums for a period of three (3) years.

The payments described in (a) and (b) will be paid to CEO in a single lump sum within twenty (20) business days following receipt by the Company of the Release contemplated by Section 12 hereof and the expiration of any applicable review, revocation, and/or waiting periods; provided that, if the thirty (30) day period CEO has in which to execute the Release, as set forth in Section 12, spans two calendar years, the payments shall not be made prior to the first day of the second calendar year. Reimbursement of the health insurance continuation coverage premiums will be made in monthly installments.

5. Termination for Cause or for Other Than Good Reason. If CEO is terminated by the Company for Cause, or if CEO terminates CEO’s employment for something other than Good Reason, then:

- a) the Agreement shall terminate without further obligation by the Company, other than to pay to CEO all salary and benefits owed to CEO prior to the Date of Termination; and
- b) CEO shall not, during the Restricted Period, directly or indirectly, (i) prepare to engage, or engage, in competition with the Company within the Restricted Area related to the Industry or (ii) acquire direct or indirect interest, or an option to acquire such an interest, in a company engaged in competition with the Company in the Restricted Area (other than an interest of not more than five percent (5%) of the outstanding stock of any company which is publicly traded on a national stock exchange or the over-the-counter market).

CEO acknowledges that a breach or threatened breach by CEO of this Section 5 of this Agreement will give rise to irreparable injury to the Company and that money damages will not be adequate relief for such injury and, accordingly, CEO agrees that the Company shall be entitled to obtain equitable relief, including, but not limited to, specific performance, temporary restraining orders, preliminary injunctions and/or permanent injunctions, without having to post any bond or other security, to restrain or prohibit such breach or threatened breach, in addition to any other legal remedies which may be available, including the recovery of money damages.

6. Restricted Stock. All unvested stock awards would automatically vest on the CIC Date.

7. Withholding Taxes. The Company may withhold from all payments due to CEO (or CEO's beneficiary or estate) hereunder all taxes or deductions that, by applicable federal, state, local or other law, the Company is required to withhold therefrom.

8. Reimbursement of Expenses. The parties shall bear their own costs and attorneys' fees incurred in connection with the preparation and execution of the Agreement. In any action that is brought to enforce or interpret this Agreement, the substantially prevailing party shall be entitled to recover its or CEO's reasonable attorneys' and paralegal fees and expenses incurred in connection therewith, unless otherwise prohibited by law. In any such action, CEO waives all claims or defenses that the Company has an adequate remedy at law, and CEO shall not urge, in any such action or proceeding, the claim or defense that such a remedy at law exists.

9. Scope of Agreement/At-Will Employment. Nothing in this Agreement shall be deemed to entitle CEO to continued employment with the Company. CEO acknowledges that CEO is an at-will employee of the Company, meaning that either CEO or the Company can terminate the employment relationship at any time, with or without cause, and that this Agreement shall not change or affect CEO's at-will status with the Company. If CEO's employment with the Company shall terminate prior to a CIC, CEO shall have no further rights under this Agreement (except as otherwise provided hereunder); provided, however, that any termination of CEO's employment during the CIC Period shall be subject to all of the provisions of this Agreement.

10. Successors; Binding Agreement. The rights and obligations of CEO hereunder are not assignable or delegable, and any prohibited assignment or delegation will be null and void. The Company may, without the prior consent of CEO, assign this Agreement to any successor of the Company, or in connection with any merger, consolidation, share exchange, combination, sale of stock or assets or similar transaction. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Company.

11. Notice.

- a) For purposes of this Agreement, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by overnight courier on the next business day after deposit with the courier service, or if mailed, three business days after mailing if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to CEO: Michael B. Molepske
P.O. Box 303
Manitowoc, WI 54221-0303

If to the Company: Bank First Corporation
c/o Kelly M. Dvorak, Registered Agent
General Counsel/Corporate Secretary
402 N. 8th St.
Manitowoc, WI 54220

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

- b) A written notice of CEO's date of termination by the Company or CEO, as the case may be, to the other, shall (i) indicate the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of CEO's employment under the provision so indicated and (iii) specify the Date of Termination. The failure by CEO or the Company to set forth in such notice any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of CEO or the Company hereunder or preclude CEO or the Company from asserting such fact or circumstance in enforcing CEO's or the Company's rights hereunder.

12. Full Settlement; Resolution of Disputes. The Company's obligation to make any severance payments provided for in this Agreement and otherwise to perform its obligations hereunder shall be in lieu of and in full settlement of all other severance payments to CEO under

any other severance or employment agreement between CEO and the Company, and any severance plan of the Company. Furthermore, the Company's obligation to make any severance payments provided for in this Agreement under Section 4, is expressly conditioned and contingent upon CEO releasing the Company, and its successors and assigns, from any and all claims, to the fullest extent legally permissible. Such release shall be substantially in the form attached hereto as Exhibit A and must be executed by CEO and become effective within thirty (30) days of CEO's receipt of the Release in order for CEO to be entitled to any severance payments hereunder. The Company, as used in this Agreement, includes its respective predecessors, successors, assigns, and each of their directors, officers, managers, supervisors, employees, representatives, agents, insurers and attorneys and all persons acting, through, under or in concert with any of them.

The Company's obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action that the Company may have against CEO or others.

In no event shall CEO be obligated to seek other employment or take other action by way of mitigation of the amounts payable to CEO under any of the provisions of this Agreement and such amounts shall not be reduced whether or not CEO obtains other employment.

13. Governing Law. The interpretation, construction, performance and enforcement of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without regard to the principle of conflicts of laws.

14. Jurisdiction; Venue. The parties hereto irrevocably consent to the jurisdiction and venue of the state court for the State of Wisconsin located in Manitowoc County, Wisconsin, or the Federal District Court for the Eastern District of Wisconsin, and agree that all actions, proceedings, litigation, disputes, or claims relating to or arising out of this Agreement shall be brought and tried only in such courts.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

16. Miscellaneous. No provision of this Agreement may be modified or waived unless such modification or waiver is agreed to in writing and signed by CEO and by a duly authorized senior officer of the Company. No waiver by any party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The failure of any party to insist in anyone or more instances upon performance of any of the provisions of this Agreement, or to pursue any rights under this Agreement, shall not be construed as a waiver of any such provisions or relinquishment of any rights under this Agreement, or affect the validity of the Agreement or any part of the Agreement, or the right to enforce each and every provision of the Agreement in accordance with its terms. Except as otherwise specifically provided herein, the rights of, and benefits payable to, CEO, CEO's estate or CEO's beneficiaries pursuant to this Agreement are in addition to any rights of, or benefits

payable to, CEO, CEO's estate or CEO's beneficiaries under any other employee benefit plan or compensation program of the Company.

17. No Reliance. The Company and CEO hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants, and financial and other advisors as the Company or CEO has deemed appropriate in connection with their respective execution of this Agreement, (iv) has executed this Agreement voluntarily, (v) no promise, inducement or agreement, not herein expressed, has been made to CEO, and (vi) the terms of this Agreement are contractual and not mere recitals.

CEO HEREBY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THIS AGREEMENT HAS BEEN PREPARED BY COUNSEL TO THE COMPANY AND THAT CEO HAS NOT RECEIVED ANY ADVICE, COUNSEL, OR RECOMMENDATION WITH RESPECT TO THIS AGREEMENT FROM THE COMPANY OR ITS COUNSEL AND THAT IN EXECUTING THIS AGREEMENT CEO DOES NOT RELY AND HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENT BY THE COMPANY OR ITS AGENTS, OTHER THAN THE STATEMENTS WHICH ARE CONTAINED WITHIN THIS AGREEMENT. CEO HAS BEEN AFFIRMATIVELY ADVISED TO SEEK LEGAL COUNSEL OF CEO'S OWN CHOOSING BEFORE SIGNING THIS AGREEMENT.

18. No Admissions. This Agreement shall not in any way be construed as an admission by the Company or its agents of any acts of discrimination or other improper conduct whatsoever against CEO or any other person, and the Company specifically disclaims any liability to or discrimination against CEO or any other person on the part of the Company and its employees and agents.

19. Section Headings. Section headings are inserted in this Agreement for convenience only and shall not affect any construction or interpretation of this Agreement.

20. Section 409(A). It is intended that any severance payment that may be due under this Agreement will not cause a violation of Section 409(A) of the Internal Revenue Service Code. Thus, notwithstanding anything in this Agreement to the contrary, if any provision in this Agreement or any severance payment would result in the imposition of an applicable tax under Section 409(A), that Agreement provision or severance payment will be reformed to avoid imposition of the applicable Section 409(A) tax. If an amount is to be paid under this Agreement in two or more installments, each installment shall be treated as a separate payment for purposes of Section 409(A).

21. Disclaimer. Nothing in this Agreement shall be construed to prohibit CEO from reporting conduct to, providing truthful information to, or participating in any investigation or proceeding brought or conducted by, any federal or state government agency or self-regulatory organization.

22. Non-Disparagement. At any time during CEO's employment with the Company and following the termination of CEO's employment, regardless of the reason for the termination or the manner in which CEO's employment terminates, CEO agrees that CEO will not make any oral or written statements that disparage or damage the Company, or its business, services, shareholders, owners, officers, directors, board members, employees, or any dealings of any kind between CEO and the Company, to any other person or entity. Furthermore, CEO agrees that CEO will not make any oral or written statements or remarks that may disparage or damage the Company's customers, vendors, or suppliers, which the Company did business with or had contractual dealings with during the course of CEO's employment with the Company, including any of their shareholders, directors, officers, employees, owners and executives, or otherwise take any action which could reasonably be expected to adversely affect the personal, professional or business reputation of those entities or persons. For purposes of this Agreement, "disparage" shall mean any negative, false, or misleading statement, whether written or oral, about those entities or persons, its or their work product, or business operations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer and CEO has executed this Agreement, in each case as of the day and year set forth on this page.

BANK FIRST CORPORATION

BY: /s/Kelly M. Dvorak

PRINTED NAME: Kelly M. Dvorak

TITLE: General Counsel/Corporate Secretary

DATE: 4/12/2022

CHIEF EXECUTIVE OFFICER (“CEO”)

BY: /s/Michael B. Molepske
Michael B. Molepske

DATE: 4/12/2022

EXHIBIT A

RELEASE OF CLAIMS

[DO NOT SIGN UNLESS AND UNTIL CHANGE IN CONTROL AND TERMINATION]

FOR VALUABLE CONSIDERATION, including the payment to the undersigned CEO of certain termination or severance benefits pursuant to that certain Change of Control Agreement previously executed by and between CEO and Bank First Corporation, including its successors and assigns (the "Company"), CEO hereby freely and voluntarily makes this Release of Claims ("Release").

1. Subject to the carve-out provisions set forth below, CEO, for CEO's own behalf and on behalf of CEO's heirs, personal representatives, executors, administrators, agents, and assigns, hereby forever and fully releases, acquits, and discharges the Company and each of its subsidiaries, affiliates, and divisions, officers, directors, shareholders, managers, agents, representatives, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), of and from any and all claims, actions, suits, debts, expenses, accounts, covenants, contracts, agreements, promises, obligations, warranties, trespasses, torts, injuries, losses, damages, attorneys' fees, court costs, demands or other liability or relief of any nature whatsoever arising prior to the execution of the Release, whether known or unknown, foreseen or unforeseen, fixed or contingent, brought at law, in equity, or before any administrative agency or department, that CEO ever had or now has, including but not limited to all matters arising out of or in any way relating to CEO's employment by the Company or the termination of CEO's employment. No rights or claims arising after the execution of this Release are waived hereby.

The above release provision includes, but is not limited to, those claims arising under (a) 42 U.S.C. §1981, (b) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. §2000e, et. seq., (c) the Age Discrimination in Employment Act of 1967 ("ADEA"), (d) the Older Workers Benefit Protection Act ("OWBPA"), (e) the Americans with Disabilities Act, as amended by the Americans with Disabilities Act Amendments Act, (f) the Family and Medical Leave Act, (g) Wisconsin's Fair Employment statutes and other statutes protecting civil rights, (h) Wisconsin's wage and hour statutes, (i) the Fair Labor Standards Act, (j) the Employee Retirement Income Security Act ("ERISA"), except to the extent unrelated to CEO's separation from employment to enforce any right to vested benefits, (k) any other federal, state, or local statutes or ordinances, (l) any and all tort or contract claims, including but not limited to breach of contract, breach of good faith and fair dealing, infliction of emotional distress, or wrongful termination or discharge, (m) and any and all claims which could have been alleged or pleaded in any litigation or other legal proceeding between CEO and any of the Released Parties by reason of, arising out of or in any way relating to CEO's employment by the Company or the termination of CEO's employment.

Nothing contained in this Release, including the release set forth above, is intended to or shall preclude or prohibit CEO from filing a claim or charge with the Equal Employment

Opportunity Commission (EEOC) or a corresponding state or local administrative body, or any other federal, state, or local governmental agency charged with enforcement of any law. CEO retains the right to participate in any such action; however, CEO shall not be entitled to any individual relief (monetary, equitable, or otherwise) as a result of any such claim, action, or charge. Furthermore, CEO retains the right to communicate with any governmental authority and such communication can be initiated by CEO or in response to the governmental authority and is not limited by any obligation CEO has under this Release or the Change of Control Agreement, including any nondisclosure or confidentiality provisions.

2. In the event CEO is forty (40) years of age or older, CEO understands that CEO is covered by the provisions of the ADEA and OWBPA. Accordingly, CEO has been given a period of at least twenty-one (21) days, within which to consider and execute the Release ("Review Period"), and instructed to consult with an attorney before signing. CEO may use as much or as little of the Review Period as CEO desires. CEO's signature on the Release constitutes a waiver of any days remaining in the Review Period. Furthermore, CEO has been advised that after CEO signs this Release, CEO has an additional seven (7) days within which to revoke the Release. The Release shall become final and binding on the eighth day after CEO signs the Release, provided that CEO does not timely revoke the Release ("Effective Date"). CEO may timely revoke CEO signature of the Release if CEO provides written notice by 5:00 PM on or before the seventh day after signing the Release, provided that CEO's written notice is either: (1) hand-delivered to and receipted by Kelly M. Dvorak, General Counsel and Corporate Secretary, Bank First Corporation, 402 N. 8th St., Manitowoc, WI 54221; or (2) delivered by receipted overnight delivery service to Kelly M. Dvorak, General Counsel and Corporate Secretary, Bank First Corporation, 402 N. 8th St., Manitowoc, WI 54221.

3. This Release cannot be modified, amended or changed, without the written consent of the Company.

4. The invalidity or unenforceability of any provision or provisions in the Release shall not affect the validity or enforceability of any other provision of the Release, which shall remain in full force and effect.

5. The laws of the State of Wisconsin shall govern the validity, interpretation, construction, performance and enforcement of the Release regardless of where CEO resides. CEO agrees that any action related to the Release shall be brought and tried in either state court for the State of Wisconsin located in Manitowoc County, Wisconsin, or the Federal District Court for the Eastern District of Wisconsin, as appropriate. CEO hereby: (a) agrees that venue shall be in such courts; (b) irrevocably consents to service of process and to the jurisdiction and venue of such courts; and (c) irrevocably waives any claim of inconvenient forum if any such suit, claim, proceeding, litigation, dispute, or claim has been brought, filed, or made in any such court.

6. In the event any of the Released Parties assert the Release as a defense to an action brought by or on behalf of CEO, and the Released Parties prevail, the Released Parties shall be entitled to recover its or their reasonable attorneys' and paralegal fees, costs and expenses, unless otherwise prohibited under federal or state law. This provision does not apply to any action or claim CEO may assert under the ADEA, or any other federal or state statute or law that prohibits the recovery of such fees, costs and expenses by the Released Parties.

7. CEO represents that CEO has read this Release, fully understands each and every provision of this Release; and has voluntarily, of CEO's own accord, executed this Release. CEO acknowledges that in consideration of accepting the termination or severance payments, CEO is releasing certain legal claims. CEO has been affirmatively advised to seek legal counsel of CEO's own choosing before signing the Release. CEO acknowledges that CEO has carefully read and fully understands the provisions of the Release and that CEO has executed this Release based upon advice of CEO's attorney. CEO further acknowledges that the Release has been executed solely in reliance upon CEO's own knowledge, belief and judgment, and not upon any representations by the Company, or any individual or party associated with the Company. CEO further declares and represents that no promise, inducement or agreement, not herein expressed, has been made to CEO, and that the terms of the Release are contractual and not mere recitals.

CEO ACKNOWLEDGES AND AGREES THAT CEO HAS CAREFULLY READ THE ENTIRE RELEASE BEFORE SIGNING BELOW.

IN WITNESS WHEREOF, CEO has executed this Release on the date stated below.

Chief Executive Officer ("CEO")

Michael B. Molepske

Date

CHANGE OF CONTROL AGREEMENT

THIS CHANGE OF CONTROL AGREEMENT (“Agreement”) is entered into as of the last date stated on the final page of this Agreement, by and between Bank First Corporation, including its successors and assigns (the “Company”), and Kevin M. LeMahieu (“Executive”) (collectively the “parties”).

AGREEMENT:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:
 - a) “Cause” means the termination of Executive’s employment because of:
 - (i) the commission of any material act of dishonesty or disloyalty involving the Company;
 - (ii) Executive’s commission of a crime that substantially relates to Executive’s position with the Company that has a material adverse effect on the Company;
 - (iii) the willful engagement by Executive in conduct that is materially injurious to the Company; or
 - (iv) any breach by Executive of any non-disclosure, non-competition, non-solicitation, or confidentiality agreement that Executive may have with the Company.
 - b) “CIC” means Change of Control.
 - c) “CIC Date” means the date on which the CIC Event is consummated.
 - d) “CIC Event” means a change of control of the Company whereby:
 - (i) any corporation, person, or other entity, including a group, becomes the beneficial owner of 51% or more of the combined voting power of the Company’s then outstanding securities;
 - (ii) due to the consummation of a merger, reorganization or consolidation of the Company, the shareholders of the Company immediately prior to the merger, reorganization or consolidation no longer own 51% or more of the combined voting power of the merged, reorganized or consolidated company;
 - (iii) due to the sale, transfer, or other disposition of all or substantially all of the assets of the Company, the shareholders of the Company immediately prior to the sale, transfer or other disposition of assets no longer own 51%

or more of the combined voting power of the entity to which assets were sold or transferred;

- (iv) a plan of liquidation of the Company is consummated; or
 - (v) within any two (2) year period, a majority of the Company's Board of Director positions are no longer held by the same directors, other than as a result of any settlement of a proxy contest or attempt to avoid a proxy contest.
- e) "CIC Period" means the time period beginning on the CIC Date and ending on the first anniversary thereof.
- f) "Date of Termination" means the date on which Executive has a separation of service with the Company.
- g) "Good Reason" means any of the following:
- (i) a material reduction in Executive's base salary or long-term incentive compensation;
 - (ii) a material reduction in Executive's authority, duties, or responsibilities;
 - (iii) Executive is required to be based at any office or location that is more than twenty-five (25) miles from the location where Executive was principally employed immediately preceding the CIC Date; or
 - (iv) a material breach of this Agreement by the Company.

Executive's right to terminate employment for Good Reason shall not be affected by Executive's incapacities due to mental or physical illness and Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any event or condition constituting Good Reason; provided, however, that Executive must provide at least ninety (90) days prior written notice of termination of employment. Good Reason shall not be deemed to exist under this Agreement unless Executive gives Executive's notice of termination, as provided in Section 11, to the Company within sixty (60) days following Executive's knowledge of an event constituting Good Reason, and the Company does not materially correct or cure such event(s) or act(s), if curable, within thirty (30) days. The Company may, in its sole discretion, immediately relieve Executive of any further job responsibilities and release Executive earlier than the date of termination stated in the notice of termination.

- h) "Restricted Area" means within twenty-five (25) miles from the location where Executive was principally employed immediately preceding the Date of Termination.

i) "Restricted Industry" means (i) retail or commercial banks and (ii) credit unions.

j) "Restricted Period" means eighteen (18) months.

2. Obligations of Executive. During Executive's employment with the Company, Executive shall devote Executive's best efforts and attention, on a full-time basis, to the performance of the duties required of Executive as an employee of the Company. Executive shall provide such services using such care and attention as would be taken by a competent and prudent person in a like position of employment under similar circumstances. Executive shall have such authority and responsibility reasonably commensurate with Executive's job title as may be assigned to Executive from time-to-time by the Company in its sole discretion. Executive agrees to be bound by and comply with all policies, procedures, rules and regulations of the Company, including but not limited to those set forth in any compliance policy adopted by the Company or set forth in its employee handbook or manual, as may be amended by the Company in its sole discretion. Executive further agrees that Executive shall at all times during Executive's employment with the Company act in compliance with all federal, state and local laws, regulations and ordinances

3. Termination During the CIC Period. The Company may terminate Executive during the CIC Period, with or without cause. Executive may terminate Executive's employment during the CIC Period for Good Reason or without Good Reason.

4. Obligations of the Company Upon Termination of the Executive During the CIC Period. If the Company terminates Executive without Cause, or Executive terminates Executive's employment for Good Reason during the CIC Period, the Company shall pay to Executive the following:

- a) A lump sum cash payment equal to two times Executive's base salary in effect on the Date of Termination; plus
- b) A cash bonus equaling the average of the previous three years' bonus amounts; plus
- c) Reimbursement of health insurance continuation coverage premiums for a period of two (2) years, or until Executive becomes eligible for Medicare, whichever comes first.

The payments described in (a) and (b) will be paid to Executive in a single lump sum within twenty (20) business days following receipt by the Company of the Release contemplated by Section 12 hereof and the expiration of any applicable review, revocation, and/or waiting periods; provided that, if the thirty (30) day period Executive has in which to execute the Release, as set forth in Section 12, spans two calendar years, the payments shall not be made prior to the first day of the second calendar year. Reimbursement of the health insurance continuation coverage premiums will be made in monthly installments.

5. Termination for Cause or for Other Than Good Reason. If Executive is terminated by the Company for Cause, or if Executive terminates Executive's employment for something other than Good Reason, then:

- a) the Agreement shall terminate without further obligation by the Company, other than to pay to Executive all salary and benefits owed to Executive prior to the Date of Termination; and
- b) Executive shall not, during the Restricted Period, directly or indirectly, (i) prepare to engage, or engage, in competition with the Company within the Restricted Area related to the Industry or (ii) acquire direct or indirect interest, or an option to acquire such an interest, in a company engaged in competition with the Company in the Restricted Area (other than an interest of not more than five percent (5%) of the outstanding stock of any company which is publicly traded on a national stock exchange or the over-the-counter market).

Executive acknowledges that a breach or threatened breach by Executive of this Section 5 of this Agreement will give rise to irreparable injury to the Company and that money damages will not be adequate relief for such injury and, accordingly, Executive agrees that the Company shall be entitled to obtain equitable relief, including, but not limited to, specific performance, temporary restraining orders, preliminary injunctions and/or permanent injunctions, without having to post any bond or other security, to restrain or prohibit such breach or threatened breach, in addition to any other legal remedies which may be available, including the recovery of money damages.

6. Restricted Stock. All unvested stock awards would automatically vest on the CIC Date.

7. Withholding Taxes. The Company may withhold from all payments due to Executive (or Executive's beneficiary or estate) hereunder all taxes or deductions that, by applicable federal, state, local or other law, the Company is required to withhold therefrom.

8. Reimbursement of Expenses. The parties shall bear their own costs and attorneys' fees incurred in connection with the preparation and execution of the Agreement. In any action that is brought to enforce or interpret this Agreement, the substantially prevailing party shall be entitled to recover its or Executive's reasonable attorneys' and paralegal fees and expenses incurred in connection therewith, unless otherwise prohibited by law. In any such action, Executive waives all claims or defenses that the Company has an adequate remedy at law, and Executive shall not urge, in any such action or proceeding, the claim or defense that such a remedy at law exists.

9. Scope of Agreement/At-Will Employment. Nothing in this Agreement shall be deemed to entitle Executive to continued employment with the Company. Executive acknowledges that Executive is an at-will employee of the Company, meaning that either Executive or the Company can terminate the employment relationship at any time, with or without cause, and that this Agreement shall not change or affect Executive's at-will status

with the Company. If Executive's employment with the Company shall terminate prior to a CIC, Executive shall have no further rights under this Agreement (except as otherwise provided hereunder); provided, however, that any termination of Executive's employment during the CIC Period shall be subject to all of the provisions of this Agreement.

10. Successors; Binding Agreement. The rights and obligations of Executive hereunder are not assignable or delegable, and any prohibited assignment or delegation will be null and void. The Company may, without the prior consent of Executive, assign this Agreement to any successor of the Company, or in connection with any merger, consolidation, share exchange, combination, sale of stock or assets or similar transaction. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Company.

11. Notice.

- a) For purposes of this Agreement, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by overnight courier on the next business day after deposit with the courier service, or if mailed, three business days after mailing if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive: Kevin M. LeMahieu

If to the Company: Bank First Corporation
c/o Kelly M. Dvorak, Registered Agent
General Counsel/Corporate Secretary
402 N. 8th St.
Manitowoc, WI 54220

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

- b) A written notice of Executive's date of termination by the Company or Executive, as the case may be, to the other, shall (i) indicate the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated and (iii) specify the Date of Termination. The failure by Executive or the Company to set forth in such notice any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of Executive or the Company hereunder or preclude Executive or the Company from asserting such fact or circumstance in enforcing Executive's or the Company's rights hereunder.

12. Full Settlement; Resolution of Disputes. The Company's obligation to make any severance payments provided for in this Agreement and otherwise to perform its obligations hereunder shall be in lieu of and in full settlement of all other severance payments to Executive under any other severance or employment agreement between Executive and the Company, and any severance plan of the Company. Furthermore, the Company's obligation to make any severance payments provided for in this Agreement under Section 4, is expressly conditioned and contingent upon Executive releasing the Company, and its successors and assigns, from any and all claims, to the fullest extent legally permissible. Such release shall be substantially in the form attached hereto as Exhibit A and must be executed by Executive and become effective within thirty (30) days of Executive's receipt of the Release in order for Executive to be entitled to any severance payments hereunder. The Company, as used in this Agreement, includes its respective predecessors, successors, assigns, and each of their directors, officers, managers, supervisors, employees, representatives, agents, insurers and attorneys and all persons acting, through, under or in concert with any of them.

The Company's obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action that the Company may have against Executive or others.

In no event shall Executive be obligated to seek other employment or take other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment.

13. Governing Law. The interpretation, construction, performance and enforcement of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without regard to the principle of conflicts of laws.

14. Jurisdiction; Venue. The parties hereto irrevocably consent to the jurisdiction and venue of the state court for the State of Wisconsin located in Manitowoc County, Wisconsin, or the Federal District Court for the Eastern District of Wisconsin, and agree that all actions, proceedings, litigation, disputes, or claims relating to or arising out of this Agreement shall be brought and tried only in such courts.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

16. Miscellaneous. No provision of this Agreement may be modified or waived unless such modification or waiver is agreed to in writing and signed by Executive and by a duly authorized senior officer of the Company. No waiver by any party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The failure of any party to insist in anyone or more instances upon performance of any of the provisions of this Agreement, or to pursue any rights under this Agreement, shall not be construed as a waiver of any such provisions or relinquishment of any rights under this Agreement, or affect the validity of the Agreement or any part of the Agreement, or the right to enforce each and

every provision of the Agreement in accordance with its terms. Except as otherwise specifically provided herein, the rights of, and benefits payable to, Executive, Executive's estate or Executive's beneficiaries pursuant to this Agreement are in addition to any rights of, or benefits payable to, Executive, Executive's estate or Executive's beneficiaries under any other employee benefit plan or compensation program of the Company.

17. No Reliance. The Company and Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants, and financial and other advisors as the Company or Executive has deemed appropriate in connection with their respective execution of this Agreement, (iv) has executed this Agreement voluntarily, (v) no promise, inducement or agreement, not herein expressed, has been made to Executive, and (vi) the terms of this Agreement are contractual and not mere recitals.

EXECUTIVE HEREBY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THIS AGREEMENT HAS BEEN PREPARED BY COUNSEL TO THE COMPANY AND THAT EXECUTIVE HAS NOT RECEIVED ANY ADVICE, COUNSEL, OR RECOMMENDATION WITH RESPECT TO THIS AGREEMENT FROM THE COMPANY OR ITS COUNSEL AND THAT IN EXECUTING THIS AGREEMENT EXECUTIVE DOES NOT RELY AND HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENT BY THE COMPANY OR ITS AGENTS, OTHER THAN THE STATEMENTS WHICH ARE CONTAINED WITHIN THIS AGREEMENT. EXECUTIVE HAS BEEN AFFIRMATIVELY ADVISED TO SEEK LEGAL COUNSEL OF EXECUTIVE'S OWN CHOOSING BEFORE SIGNING THIS AGREEMENT.

18. No Admissions. This Agreement shall not in any way be construed as an admission by the Company or its agents of any acts of discrimination or other improper conduct whatsoever against Executive or any other person, and the Company specifically disclaims any liability to or discrimination against Executive or any other person on the part of the Company and its employees and agents.

19. Section Headings. Section headings are inserted in this Agreement for convenience only and shall not affect any construction or interpretation of this Agreement.

20. Section 409(A). It is intended that any severance payment that may be due under this Agreement will not cause a violation of Section 409(A) of the Internal Revenue Service Code. Thus, notwithstanding anything in this Agreement to the contrary, if any provision in this Agreement or any severance payment would result in the imposition of an applicable tax under Section 409(A), that Agreement provision or severance payment will be reformed to avoid imposition of the applicable Section 409(A) tax. If an amount is to be paid under this Agreement in two or more installments, each installment shall be treated as a separate payment for purposes of Section 409(A).

21. Disclaimer. Nothing in this Agreement shall be construed to prohibit Executive from reporting conduct to, providing truthful information to, or participating in any

investigation or proceeding brought or conducted by, any federal or state government agency or self-regulatory organization.

22. Non-Disparagement. At any time during Executive's employment with the Company and following the termination of Executive's employment, regardless of the reason for the termination or the manner in which Executive's employment terminates, Executive agrees that Executive will not make any oral or written statements that disparage or damage the Company, or its business, services, shareholders, owners, officers, directors, board members, employees, or any dealings of any kind between Executive and the Company, to any other person or entity. Furthermore, Executive agrees that Executive will not make any oral or written statements or remarks that may disparage or damage the Company's customers, vendors, or suppliers, which the Company did business with or had contractual dealings with during the course of Executive's employment with the Company, including any of their shareholders, directors, officers, employees, owners and executives, or otherwise take any action which could reasonably be expected to adversely affect the personal, professional or business reputation of those entities or persons. For purposes of this Agreement, "disparage" shall mean any negative, false, or misleading statement, whether written or oral, about those entities or persons, its or their work product, or business operations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer and Executive has executed this Agreement, in each case as of the day and year set forth on this page.

BANK FIRST CORPORATION

BY: /s/Kelly M. Dvorak

PRINTED NAME: Kelly M. Dvorak

TITLE: General Counsel/Corporate Secretary

DATE: 4/12/2022

EXECUTIVE

BY: /s/ Kevin M. LeMahieu
Kevin M. LeMahieu

DATE: 4/12/2022

EXHIBIT A

RELEASE OF CLAIMS

[DO NOT SIGN UNLESS AND UNTIL CHANGE IN CONTROL AND TERMINATION]

FOR VALUABLE CONSIDERATION, including the payment to the undersigned Executive of certain termination or severance benefits pursuant to that certain Change of Control Agreement previously executed by and between Executive and Bank First Corporation, including its successors and assigns (the "Company"), Executive hereby freely and voluntarily makes this Release of Claims ("Release").

1. Subject to the carve-out provisions set forth below, Executive, for Executive's own behalf and on behalf of Executive's heirs, personal representatives, executors, administrators, agents, and assigns, hereby forever and fully releases, acquits, and discharges the Company and each of its subsidiaries, affiliates, and divisions, officers, directors, shareholders, managers, agents, representatives, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), of and from any and all claims, actions, suits, debts, expenses, accounts, covenants, contracts, agreements, promises, obligations, warranties, trespasses, torts, injuries, losses, damages, attorneys' fees, court costs, demands or other liability or relief of any nature whatsoever arising prior to the execution of the Release, whether known or unknown, foreseen or unforeseen, fixed or contingent, brought at law, in equity, or before any administrative agency or department, that Executive ever had or now has, including but not limited to all matters arising out of or in any way relating to Executive's employment by the Company or the termination of Executive's employment. No rights or claims arising after the execution of this Release are waived hereby.

The above release provision includes, but is not limited to, those claims arising under (a) 42 U.S.C. §1981, (b) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. §2000e, et. seq., (c) the Age Discrimination in Employment Act of 1967 ("ADEA"), (d) the Older Workers Benefit Protection Act ("OWBPA"), (e) the Americans with Disabilities Act, as amended by the Americans with Disabilities Act Amendments Act, (f) the Family and Medical Leave Act, (g) Wisconsin's Fair Employment statutes and other statutes protecting civil rights, (h) Wisconsin's wage and hour statutes, (i) the Fair Labor Standards Act, (j) the Employee Retirement Income Security Act ("ERISA"), except to the extent unrelated to Executive's separation from employment to enforce any right to vested benefits, (k) any other federal, state, or local statutes or ordinances, (l) any and all tort or contract claims, including but not limited to breach of contract, breach of good faith and fair dealing, infliction of emotional distress, or wrongful termination or discharge, (m) and any and all claims which could have been alleged or pleaded in any litigation or other legal proceeding between Executive and any of the Released Parties by reason of, arising out of or in any way relating to Executive's employment by the Company or the termination of Executive's employment.

Nothing contained in this Release, including the release set forth above, is intended to or shall preclude or prohibit Executive from filing a claim or charge with the Equal Employment

Opportunity Commission (EEOC) or a corresponding state or local administrative body, or any other federal, state, or local governmental agency charged with enforcement of any law. Executive retains the right to participate in any such action; however, Executive shall not be entitled to any individual relief (monetary, equitable, or otherwise) as a result of any such claim, action, or charge. Furthermore, Executive retains the right to communicate with any governmental authority and such communication can be initiated by Executive or in response to the governmental authority and is not limited by any obligation Executive has under this Release or the Change of Control Agreement, including any nondisclosure or confidentiality provisions.

2. In the event Executive is forty (40) years of age or older, Executive understands that Executive is covered by the provisions of the ADEA and OWBPA. Accordingly, Executive has been given a period of at least twenty-one (21) days, within which to consider and execute the Release ("Review Period"), and instructed to consult with an attorney before signing. Executive may use as much or as little of the Review Period as Executive desires. Executive's signature on the Release constitutes a waiver of any days remaining in the Review Period. Furthermore, Executive has been advised that after Executive signs this Release, Executive has an additional seven (7) days within which to revoke the Release. The Release shall become final and binding on the eighth day after Executive signs the Release, provided that Executive does not timely revoke the Release ("Effective Date"). Executive may timely revoke Executive signature of the Release if Executive provides written notice by 5:00 PM on or before the seventh day after signing the Release, provided that Executive's written notice is either: (1) hand-delivered to and receipted by Kelly M. Dvorak, General Counsel and Corporate Secretary, Bank First Corporation, 402 N. 8th St., Manitowoc, WI 54221; or (2) delivered by receipted overnight delivery service to Kelly M. Dvorak, General Counsel and Corporate Secretary, Bank First Corporation, 402 N. 8th St., Manitowoc, WI 54221.

3. This Release cannot be modified, amended or changed, without the written consent of the Company.

4. The invalidity or unenforceability of any provision or provisions in the Release shall not affect the validity or enforceability of any other provision of the Release, which shall remain in full force and effect.

5. The laws of the State of Wisconsin shall govern the validity, interpretation, construction, performance and enforcement of the Release regardless of where Executive resides. Executive agrees that any action related to the Release shall be brought and tried in either state court for the State of Wisconsin located in Manitowoc County, Wisconsin, or the Federal District Court for the Eastern District of Wisconsin, as appropriate. Executive hereby: (a) agrees that venue shall be in such courts; (b) irrevocably consents to service of process and to the jurisdiction and venue of such courts; and (c) irrevocably waives any claim of inconvenient forum if any such suit, claim, proceeding, litigation, dispute, or claim has been brought, filed, or made in any such court.

6. In the event any of the Released Parties assert the Release as a defense to an action brought by or on behalf of Executive, and the Released Parties prevail, the Released Parties shall be entitled to recover its or their reasonable attorneys' and paralegal fees, costs and expenses, unless otherwise prohibited under federal or state law. This provision does not apply to

any action or claim Executive may assert under the ADEA, or any other federal or state statute or law that prohibits the recovery of such fees, costs and expenses by the Released Parties.

7. Executive represents that Executive has read this Release, fully understands each and every provision of this Release; and has voluntarily, of Executive's own accord, executed this Release. Executive acknowledges that in consideration of accepting the termination or severance payments, Executive is releasing certain legal claims. Executive has been affirmatively advised to seek legal counsel of Executive's own choosing before signing the Release. Executive acknowledges that Executive has carefully read and fully understands the provisions of the Release and that Executive has executed this Release based upon advice of Executive's attorney. Executive further acknowledges that the Release has been executed solely in reliance upon Executive's own knowledge, belief and judgment, and not upon any representations by the Company, or any individual or party associated with the Company. Executive further declares and represents that no promise, inducement or agreement, not herein expressed, has been made to Executive, and that the terms of the Release are contractual and not mere recitals.

EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS CAREFULLY READ THE ENTIRE RELEASE BEFORE SIGNING BELOW.

IN WITNESS WHEREOF, Executive has executed this Release on the date stated below.

EXECUTIVE

Kevin M. LeMahieu

Date

CHANGE OF CONTROL AGREEMENT

THIS CHANGE OF CONTROL AGREEMENT (“Agreement”) is entered into as of the last date stated on the final page of this Agreement, by and between Bank First Corporation, including its successors and assigns (the “Company”), and Jason V. Krepline (“Executive”) (collectively the “parties”).

AGREEMENT:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:
 - a) “Cause” means the termination of Executive’s employment because of:
 - (i) the commission of any material act of dishonesty or disloyalty involving the Company;
 - (ii) Executive’s commission of a crime that substantially relates to Executive’s position with the Company that has a material adverse effect on the Company;
 - (iii) the willful engagement by Executive in conduct that is materially injurious to the Company; or
 - (iv) any breach by Executive of any non-disclosure, non-competition, non-solicitation, or confidentiality agreement that Executive may have with the Company.
 - b) “CIC” means Change of Control.
 - c) “CIC Date” means the date on which the CIC Event is consummated.
 - d) “CIC Event” means a change of control of the Company whereby:
 - (i) any corporation, person, or other entity, including a group, becomes the beneficial owner of 51% or more of the combined voting power of the Company’s then outstanding securities;
 - (ii) due to the consummation of a merger, reorganization or consolidation of the Company, the shareholders of the Company immediately prior to the merger, reorganization or consolidation no longer own 51% or more of the combined voting power of the merged, reorganized or consolidated company;
 - (iii) due to the sale, transfer, or other disposition of all or substantially all of the assets of the Company, the shareholders of the Company immediately prior to the sale, transfer or other disposition of assets no longer own 51%

- or more of the combined voting power of the entity to which assets were sold or transferred;
- (iv) a plan of liquidation of the Company is consummated; or
 - (v) within any two (2) year period, a majority of the Company's Board of Director positions are no longer held by the same directors, other than as a result of any settlement of a proxy contest or attempt to avoid a proxy contest.
- e) "CIC Period" means the time period beginning on the CIC Date and ending on the first anniversary thereof.
- f) "Date of Termination" means the date on which Executive has a separation of service with the Company.
- g) "Good Reason" means any of the following:
- (i) a material reduction in Executive's base salary or long-term incentive compensation;
 - (ii) a material reduction in Executive's authority, duties, or responsibilities;
 - (iii) Executive is required to be based at any office or location that is more than twenty-five (25) miles from the location where Executive was principally employed immediately preceding the CIC Date; or
 - (iv) a material breach of this Agreement by the Company.

Executive's right to terminate employment for Good Reason shall not be affected by Executive's incapacities due to mental or physical illness and Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any event or condition constituting Good Reason; provided, however, that Executive must provide at least ninety (90) days prior written notice of termination of employment. Good Reason shall not be deemed to exist under this Agreement unless Executive gives Executive's notice of termination, as provided in Section 11, to the Company within sixty (60) days following Executive's knowledge of an event constituting Good Reason, and the Company does not materially correct or cure such event(s) or act(s), if curable, within thirty (30) days. The Company may, in its sole discretion, immediately relieve Executive of any further job responsibilities and release Executive earlier than the date of termination stated in the notice of termination.

- h) "Restricted Area" means within twenty-five (25) miles from the location where Executive was principally employed immediately preceding the Date of Termination.

i) "Restricted Industry" means (i) retail or commercial banks and (ii) credit unions.

j) "Restricted Period" means eighteen (18) months.

2. Obligations of Executive. During Executive's employment with the Company, Executive shall devote Executive's best efforts and attention, on a full-time basis, to the performance of the duties required of Executive as an employee of the Company. Executive shall provide such services using such care and attention as would be taken by a competent and prudent person in a like position of employment under similar circumstances. Executive shall have such authority and responsibility reasonably commensurate with Executive's job title as may be assigned to Executive from time-to-time by the Company in its sole discretion. Executive agrees to be bound by and comply with all policies, procedures, rules and regulations of the Company, including but not limited to those set forth in any compliance policy adopted by the Company or set forth in its employee handbook or manual, as may be amended by the Company in its sole discretion. Executive further agrees that Executive shall at all times during Executive's employment with the Company act in compliance with all federal, state and local laws, regulations and ordinances

3. Termination During the CIC Period. The Company may terminate Executive during the CIC Period, with or without cause. Executive may terminate Executive's employment during the CIC Period for Good Reason or without Good Reason.

4. Obligations of the Company Upon Termination of the Executive During the CIC Period. If the Company terminates Executive without Cause, or Executive terminates Executive's employment for Good Reason during the CIC Period, the Company shall pay to Executive the following:

- a) A lump sum cash payment equal to two times Executive's base salary in effect on the Date of Termination; plus
- b) A cash bonus equaling the average of the previous three years' bonus amounts; plus
- c) Reimbursement of health insurance continuation coverage premiums for a period of two (2) years, or until Executive becomes eligible for Medicare, whichever comes first.

The payments described in (a) and (b) will be paid to Executive in a single lump sum within twenty (20) business days following receipt by the Company of the Release contemplated by Section 12 hereof and the expiration of any applicable review, revocation, and/or waiting periods; provided that, if the thirty (30) day period Executive has in which to execute the Release, as set forth in Section 12, spans two calendar years, the payments shall not be made prior to the first day of the second calendar year. Reimbursement of the health insurance continuation coverage premiums will be made in monthly installments.

5. Termination for Cause or for Other Than Good Reason. If Executive is terminated by the Company for Cause, or if Executive terminates Executive's employment for something other than Good Reason, then:

- a) the Agreement shall terminate without further obligation by the Company, other than to pay to Executive all salary and benefits owed to Executive prior to the Date of Termination; and
- b) Executive shall not, during the Restricted Period, directly or indirectly, (i) prepare to engage, or engage, in competition with the Company within the Restricted Area related to the Industry or (ii) acquire direct or indirect interest, or an option to acquire such an interest, in a company engaged in competition with the Company in the Restricted Area (other than an interest of not more than five percent (5%) of the outstanding stock of any company which is publicly traded on a national stock exchange or the over-the-counter market).

Executive acknowledges that a breach or threatened breach by Executive of this Section 5 of this Agreement will give rise to irreparable injury to the Company and that money damages will not be adequate relief for such injury and, accordingly, Executive agrees that the Company shall be entitled to obtain equitable relief, including, but not limited to, specific performance, temporary restraining orders, preliminary injunctions and/or permanent injunctions, without having to post any bond or other security, to restrain or prohibit such breach or threatened breach, in addition to any other legal remedies which may be available, including the recovery of money damages.

6. Restricted Stock. All unvested stock awards would automatically vest on the CIC Date.

7. Withholding Taxes. The Company may withhold from all payments due to Executive (or Executive's beneficiary or estate) hereunder all taxes or deductions that, by applicable federal, state, local or other law, the Company is required to withhold therefrom.

8. Reimbursement of Expenses. The parties shall bear their own costs and attorneys' fees incurred in connection with the preparation and execution of the Agreement. In any action that is brought to enforce or interpret this Agreement, the substantially prevailing party shall be entitled to recover its or Executive's reasonable attorneys' and paralegal fees and expenses incurred in connection therewith, unless otherwise prohibited by law. In any such action, Executive waives all claims or defenses that the Company has an adequate remedy at law, and Executive shall not urge, in any such action or proceeding, the claim or defense that such a remedy at law exists.

9. Scope of Agreement/At-Will Employment. Nothing in this Agreement shall be deemed to entitle Executive to continued employment with the Company. Executive acknowledges that Executive is an at-will employee of the Company, meaning that either Executive or the Company can terminate the employment relationship at any time, with or without cause, and that this Agreement shall not change or affect Executive's at-will status

with the Company. If Executive's employment with the Company shall terminate prior to a CIC, Executive shall have no further rights under this Agreement (except as otherwise provided hereunder); provided, however, that any termination of Executive's employment during the CIC Period shall be subject to all of the provisions of this Agreement.

10. Successors; Binding Agreement. The rights and obligations of Executive hereunder are not assignable or delegable, and any prohibited assignment or delegation will be null and void. The Company may, without the prior consent of Executive, assign this Agreement to any successor of the Company, or in connection with any merger, consolidation, share exchange, combination, sale of stock or assets or similar transaction. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Company.

11. Notice.

- a) For purposes of this Agreement, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by overnight courier on the next business day after deposit with the courier service, or if mailed, three business days after mailing if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive: Jason V. Krepline

If to the Company: Bank First Corporation
c/o Kelly M. Dvorak, Registered Agent
General Counsel and Corporate Secretary
402 N. 8th St.
Manitowoc, WI 54221

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

- b) A written notice of Executive's date of termination by the Company or Executive, as the case may be, to the other, shall (i) indicate the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated and (iii) specify the Date of Termination. The failure by Executive or the Company to set forth in such notice any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of Executive or the Company hereunder or preclude Executive or the Company from asserting such fact or circumstance in enforcing Executive's or the Company's rights hereunder.

12. Full Settlement; Resolution of Disputes. The Company's obligation to make any severance payments provided for in this Agreement and otherwise to perform its obligations hereunder shall be in lieu of and in full settlement of all other severance payments to Executive under any other severance or employment agreement between Executive and the Company, and any severance plan of the Company. Furthermore, the Company's obligation to make any severance payments provided for in this Agreement under Section 4, is expressly conditioned and contingent upon Executive releasing the Company, and its successors and assigns, from any and all claims, to the fullest extent legally permissible. Such release shall be substantially in the form attached hereto as Exhibit A and must be executed by Executive and become effective within thirty (30) days of Executive's receipt of the Release in order for Executive to be entitled to any severance payments hereunder. The Company, as used in this Agreement, includes its respective predecessors, successors, assigns, and each of their directors, officers, managers, supervisors, employees, representatives, agents, insurers and attorneys and all persons acting, through, under or in concert with any of them.

The Company's obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action that the Company may have against Executive or others.

In no event shall Executive be obligated to seek other employment or take other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment.

13. Governing Law. The interpretation, construction, performance and enforcement of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without regard to the principle of conflicts of laws.

14. Jurisdiction; Venue. The parties hereto irrevocably consent to the jurisdiction and venue of the state court for the State of Wisconsin located in Manitowoc County, Wisconsin, or the Federal District Court for the Eastern District of Wisconsin, and agree that all actions, proceedings, litigation, disputes, or claims relating to or arising out of this Agreement shall be brought and tried only in such courts.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

16. Miscellaneous. No provision of this Agreement may be modified or waived unless such modification or waiver is agreed to in writing and signed by Executive and by a duly authorized senior officer of the Company. No waiver by any party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The failure of any party to insist in anyone or more instances upon performance of any of the provisions of this Agreement, or to pursue any rights under this Agreement, shall not be construed as a waiver of any such provisions or relinquishment of any rights under this Agreement, or affect the validity of the Agreement or any part of the Agreement, or the right to enforce each and

every provision of the Agreement in accordance with its terms. Except as otherwise specifically provided herein, the rights of, and benefits payable to, Executive, Executive's estate or Executive's beneficiaries pursuant to this Agreement are in addition to any rights of, or benefits payable to, Executive, Executive's estate or Executive's beneficiaries under any other employee benefit plan or compensation program of the Company.

17. No Reliance. The Company and Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants, and financial and other advisors as the Company or Executive has deemed appropriate in connection with their respective execution of this Agreement, (iv) has executed this Agreement voluntarily, (v) no promise, inducement or agreement, not herein expressed, has been made to Executive, and (vi) the terms of this Agreement are contractual and not mere recitals.

EXECUTIVE HEREBY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THIS AGREEMENT HAS BEEN PREPARED BY COUNSEL TO THE COMPANY AND THAT EXECUTIVE HAS NOT RECEIVED ANY ADVICE, COUNSEL, OR RECOMMENDATION WITH RESPECT TO THIS AGREEMENT FROM THE COMPANY OR ITS COUNSEL AND THAT IN EXECUTING THIS AGREEMENT EXECUTIVE DOES NOT RELY AND HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENT BY THE COMPANY OR ITS AGENTS, OTHER THAN THE STATEMENTS WHICH ARE CONTAINED WITHIN THIS AGREEMENT. EXECUTIVE HAS BEEN AFFIRMATIVELY ADVISED TO SEEK LEGAL COUNSEL OF EXECUTIVE'S OWN CHOOSING BEFORE SIGNING THIS AGREEMENT.

18. No Admissions. This Agreement shall not in any way be construed as an admission by the Company or its agents of any acts of discrimination or other improper conduct whatsoever against Executive or any other person, and the Company specifically disclaims any liability to or discrimination against Executive or any other person on the part of the Company and its employees and agents.

19. Section Headings. Section headings are inserted in this Agreement for convenience only and shall not affect any construction or interpretation of this Agreement.

20. Section 409(A). It is intended that any severance payment that may be due under this Agreement will not cause a violation of Section 409(A) of the Internal Revenue Service Code. Thus, notwithstanding anything in this Agreement to the contrary, if any provision in this Agreement or any severance payment would result in the imposition of an applicable tax under Section 409(A), that Agreement provision or severance payment will be reformed to avoid imposition of the applicable Section 409(A) tax. If an amount is to be paid under this Agreement in two or more installments, each installment shall be treated as a separate payment for purposes of Section 409(A).

21. Disclaimer. Nothing in this Agreement shall be construed to prohibit Executive from reporting conduct to, providing truthful information to, or participating in any

investigation or proceeding brought or conducted by, any federal or state government agency or self-regulatory organization.

22. Non-Disparagement. At any time during Executive's employment with the Company and following the termination of Executive's employment, regardless of the reason for the termination or the manner in which Executive's employment terminates, Executive agrees that Executive will not make any oral or written statements that disparage or damage the Company, or its business, services, shareholders, owners, officers, directors, board members, employees, or any dealings of any kind between Executive and the Company, to any other person or entity. Furthermore, Executive agrees that Executive will not make any oral or written statements or remarks that may disparage or damage the Company's customers, vendors, or suppliers, which the Company did business with or had contractual dealings with during the course of Executive's employment with the Company, including any of their shareholders, directors, officers, employees, owners and executives, or otherwise take any action which could reasonably be expected to adversely affect the personal, professional or business reputation of those entities or persons. For purposes of this Agreement, "disparage" shall mean any negative, false, or misleading statement, whether written or oral, about those entities or persons, its or their work product, or business operations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer and Executive has executed this Agreement, in each case as of the day and year set forth on this page.

BANK FIRST CORPORATION

BY: /s/Kelly M. Dvorak

PRINTED NAME: Kelly M. Dvorak

TITLE: General Counsel/Corporate Secretary

DATE: 4/12/2022

EXECUTIVE

BY: /s/Jason V. Krepline
Jason V. Krepline

DATE: 4/12/2022

EXHIBIT A

RELEASE OF CLAIMS

[DO NOT SIGN UNLESS AND UNTIL CHANGE IN CONTROL AND TERMINATION]

FOR VALUABLE CONSIDERATION, including the payment to the undersigned Executive of certain termination or severance benefits pursuant to that certain Change of Control Agreement previously executed by and between Executive and Bank First Corporation, including its successors and assigns (the "Company"), Executive hereby freely and voluntarily makes this Release of Claims ("Release").

1. Subject to the carve-out provisions set forth below, Executive, for Executive's own behalf and on behalf of Executive's heirs, personal representatives, executors, administrators, agents, and assigns, hereby forever and fully releases, acquits, and discharges the Company and each of its subsidiaries, affiliates, and divisions, officers, directors, shareholders, managers, agents, representatives, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), of and from any and all claims, actions, suits, debts, expenses, accounts, covenants, contracts, agreements, promises, obligations, warranties, trespasses, torts, injuries, losses, damages, attorneys' fees, court costs, demands or other liability or relief of any nature whatsoever arising prior to the execution of the Release, whether known or unknown, foreseen or unforeseen, fixed or contingent, brought at law, in equity, or before any administrative agency or department, that Executive ever had or now has, including but not limited to all matters arising out of or in any way relating to Executive's employment by the Company or the termination of Executive's employment. No rights or claims arising after the execution of this Release are waived hereby.

The above release provision includes, but is not limited to, those claims arising under (a) 42 U.S.C. §1981, (b) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. §2000e, et. seq., (c) the Age Discrimination in Employment Act of 1967 ("ADEA"), (d) the Older Workers Benefit Protection Act ("OWBPA"), (e) the Americans with Disabilities Act, as amended by the Americans with Disabilities Act Amendments Act, (f) the Family and Medical Leave Act, (g) Wisconsin's Fair Employment statutes and other statutes protecting civil rights, (h) Wisconsin's wage and hour statutes, (i) the Fair Labor Standards Act, (j) the Employee Retirement Income Security Act ("ERISA"), except to the extent unrelated to Executive's separation from employment to enforce any right to vested benefits, (k) any other federal, state, or local statutes or ordinances, (l) any and all tort or contract claims, including but not limited to breach of contract, breach of good faith and fair dealing, infliction of emotional distress, or wrongful termination or discharge, (m) and any and all claims which could have been alleged or pleaded in any litigation or other legal proceeding between Executive and any of the Released Parties by reason of, arising out of or in any way relating to Executive's employment by the Company or the termination of Executive's employment.

Nothing contained in this Release, including the release set forth above, is intended to or shall preclude or prohibit Executive from filing a claim or charge with the Equal Employment

Opportunity Commission (EEOC) or a corresponding state or local administrative body, or any other federal, state, or local governmental agency charged with enforcement of any law. Executive retains the right to participate in any such action; however, Executive shall not be entitled to any individual relief (monetary, equitable, or otherwise) as a result of any such claim, action, or charge. Furthermore, Executive retains the right to communicate with any governmental authority and such communication can be initiated by Executive or in response to the governmental authority and is not limited by any obligation Executive has under this Release or the Change of Control Agreement, including any nondisclosure or confidentiality provisions.

2. In the event Executive is forty (40) years of age or older, Executive understands that Executive is covered by the provisions of the ADEA and OWBPA. Accordingly, Executive has been given a period of at least twenty-one (21) days, within which to consider and execute the Release ("Review Period"), and instructed to consult with an attorney before signing. Executive may use as much or as little of the Review Period as Executive desires. Executive's signature on the Release constitutes a waiver of any days remaining in the Review Period. Furthermore, Executive has been advised that after Executive signs this Release, Executive has an additional seven (7) days within which to revoke the Release. The Release shall become final and binding on the eighth day after Executive signs the Release, provided that Executive does not timely revoke the Release ("Effective Date"). Executive may timely revoke Executive signature of the Release if Executive provides written notice by 5:00 PM on or before the seventh day after signing the Release, provided that Executive's written notice is either: (1) hand-delivered to and receipted by Kelly M. Dvorak, General Counsel and Corporate Secretary, Bank First Corporation, 402 N. 8th St., Manitowoc, WI 54221; or (2) delivered by receipted overnight delivery service to Kelly M. Dvorak, General Counsel and Corporate Secretary, Bank First Corporation, 402 N. 8th St., Manitowoc, WI 54221.

3. This Release cannot be modified, amended or changed, without the written consent of the Company.

4. The invalidity or unenforceability of any provision or provisions in the Release shall not affect the validity or enforceability of any other provision of the Release, which shall remain in full force and effect.

5. The laws of the State of Wisconsin shall govern the validity, interpretation, construction, performance and enforcement of the Release regardless of where Executive resides. Executive agrees that any action related to the Release shall be brought and tried in either state court for the State of Wisconsin located in Manitowoc County, Wisconsin, or the Federal District Court for the Eastern District of Wisconsin, as appropriate. Executive hereby: (a) agrees that venue shall be in such courts; (b) irrevocably consents to service of process and to the jurisdiction and venue of such courts; and (c) irrevocably waives any claim of inconvenient forum if any such suit, claim, proceeding, litigation, dispute, or claim has been brought, filed, or made in any such court.

6. In the event any of the Released Parties assert the Release as a defense to an action brought by or on behalf of Executive, and the Released Parties prevail, the Released Parties shall be entitled to recover its or their reasonable attorneys' and paralegal fees, costs and expenses, unless otherwise prohibited under federal or state law. This provision does not apply to

any action or claim Executive may assert under the ADEA, or any other federal or state statute or law that prohibits the recovery of such fees, costs and expenses by the Released Parties.

7. Executive represents that Executive has read this Release, fully understands each and every provision of this Release; and has voluntarily, of Executive's own accord, executed this Release. Executive acknowledges that in consideration of accepting the termination or severance payments, Executive is releasing certain legal claims. Executive has been affirmatively advised to seek legal counsel of Executive's own choosing before signing the Release. Executive acknowledges that Executive has carefully read and fully understands the provisions of the Release and that Executive has executed this Release based upon advice of Executive's attorney. Executive further acknowledges that the Release has been executed solely in reliance upon Executive's own knowledge, belief and judgment, and not upon any representations by the Company, or any individual or party associated with the Company. Executive further declares and represents that no promise, inducement or agreement, not herein expressed, has been made to Executive, and that the terms of the Release are contractual and not mere recitals.

EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS CAREFULLY READ THE ENTIRE RELEASE BEFORE SIGNING BELOW.

IN WITNESS WHEREOF, Executive has executed this Release on the date stated below.

EXECUTIVE

Jason V. Krepline

Date

CHANGE OF CONTROL AGREEMENT

THIS CHANGE OF CONTROL AGREEMENT (“Agreement”) is entered into as of the last date stated on the final page of this Agreement, by and between Bank First Corporation, including its successors and assigns (the “Company”), and Joan A. Woldt (“Executive”) (collectively the “parties”).

AGREEMENT:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:
 - a) “Cause” means the termination of Executive’s employment because of:
 - (i) the commission of any material act of dishonesty or disloyalty involving the Company;
 - (ii) Executive’s commission of a crime that substantially relates to Executive’s position with the Company that has a material adverse effect on the Company;
 - (iii) the willful engagement by Executive in conduct that is materially injurious to the Company; or
 - (iv) any breach by Executive of any non-disclosure, non-competition, non-solicitation, or confidentiality agreement that Executive may have with the Company.
 - b) “CIC” means Change of Control.
 - c) “CIC Date” means the date on which the CIC Event is consummated.
 - d) “CIC Event” means a change of control of the Company whereby:
 - (i) any corporation, person, or other entity, including a group, becomes the beneficial owner of 51% or more of the combined voting power of the Company’s then outstanding securities;
 - (ii) due to the consummation of a merger, reorganization or consolidation of the Company, the shareholders of the Company immediately prior to the merger, reorganization or consolidation no longer own 51% or more of the combined voting power of the merged, reorganized or consolidated company;
 - (iii) due to the sale, transfer, or other disposition of all or substantially all of the assets of the Company, the shareholders of the Company immediately prior to the sale, transfer or other disposition of assets no longer own 51%

or more of the combined voting power of the entity to which assets were sold or transferred;

- (iv) a plan of liquidation of the Company is consummated; or
 - (v) within any two (2) year period, a majority of the Company's Board of Director positions are no longer held by the same directors, other than as a result of any settlement of a proxy contest or attempt to avoid a proxy contest.
- e) "CIC Period" means the time period beginning on the CIC Date and ending on the first anniversary thereof.
- f) "Date of Termination" means the date on which Executive has a separation of service with the Company.
- g) "Good Reason" means any of the following:
- (i) a material reduction in Executive's base salary or long-term incentive compensation;
 - (ii) a material reduction in Executive's authority, duties, or responsibilities;
 - (iii) Executive is required to be based at any office or location that is more than twenty-five (25) miles from the location where Executive was principally employed immediately preceding the CIC Date; or
 - (iv) a material breach of this Agreement by the Company.

Executive's right to terminate employment for Good Reason shall not be affected by Executive's incapacities due to mental or physical illness and Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any event or condition constituting Good Reason; provided, however, that Executive must provide at least ninety (90) days prior written notice of termination of employment. Good Reason shall not be deemed to exist under this Agreement unless Executive gives Executive's notice of termination, as provided in Section 11, to the Company within sixty (60) days following Executive's knowledge of an event constituting Good Reason, and the Company does not materially correct or cure such event(s) or act(s), if curable, within thirty (30) days. The Company may, in its sole discretion, immediately relieve Executive of any further job responsibilities and release Executive earlier than the date of termination stated in the notice of termination.

- h) "Restricted Area" means within twenty-five (25) miles from the location where Executive was principally employed immediately preceding the Date of Termination.

i) “Restricted Industry” means (i) retail or commercial banks and (ii) credit unions.

j) “Restricted Period” means eighteen (18) months.

2. Obligations of Executive. During Executive’s employment with the Company, Executive shall devote Executive’s best efforts and attention, on a full-time basis, to the performance of the duties required of Executive as an employee of the Company. Executive shall provide such services using such care and attention as would be taken by a competent and prudent person in a like position of employment under similar circumstances. Executive shall have such authority and responsibility reasonably commensurate with Executive’s job title as may be assigned to Executive from time-to-time by the Company in its sole discretion. Executive agrees to be bound by and comply with all policies, procedures, rules and regulations of the Company, including but not limited to those set forth in any compliance policy adopted by the Company or set forth in its employee handbook or manual, as may be amended by the Company in its sole discretion. Executive further agrees that Executive shall at all times during Executive’s employment with the Company act in compliance with all federal, state and local laws, regulations and ordinances

3. Termination During the CIC Period. The Company may terminate Executive during the CIC Period, with or without cause. Executive may terminate Executive’s employment during the CIC Period for Good Reason or without Good Reason.

4. Obligations of the Company Upon Termination of the Executive During the CIC Period. If the Company terminates Executive without Cause, or Executive terminates Executive’s employment for Good Reason during the CIC Period, the Company shall pay to Executive the following:

- a) A lump sum cash payment equal to two times Executive’s base salary in effect on the Date of Termination; plus
- b) A cash bonus equaling the average of the previous three years’ bonus amounts; plus
- c) Reimbursement of health insurance continuation coverage premiums for a period of two (2) years, or until Executive becomes eligible for Medicare, whichever comes first.

The payments described in (a) and (b) will be paid to Executive in a single lump sum within twenty (20) business days following receipt by the Company of the Release contemplated by Section 12 hereof and the expiration of any applicable review, revocation, and/or waiting periods; provided that, if the thirty (30) day period Executive has in which to execute the Release, as set forth in Section 12, spans two calendar years, the payments shall not be made prior to the first day of the second calendar year. Reimbursement of the health insurance continuation coverage premiums will be made in monthly installments.

5. Termination for Cause or for Other Than Good Reason. If Executive is terminated by the Company for Cause, or if Executive terminates Executive's employment for something other than Good Reason, then:

- a) the Agreement shall terminate without further obligation by the Company, other than to pay to Executive all salary and benefits owed to Executive prior to the Date of Termination; and
- b) Executive shall not, during the Restricted Period, directly or indirectly, (i) prepare to engage, or engage, in competition with the Company within the Restricted Area related to the Industry or (ii) acquire direct or indirect interest, or an option to acquire such an interest, in a company engaged in competition with the Company in the Restricted Area (other than an interest of not more than five percent (5%) of the outstanding stock of any company which is publicly traded on a national stock exchange or the over-the-counter market).

Executive acknowledges that a breach or threatened breach by Executive of this Section 5 of this Agreement will give rise to irreparable injury to the Company and that money damages will not be adequate relief for such injury and, accordingly, Executive agrees that the Company shall be entitled to obtain equitable relief, including, but not limited to, specific performance, temporary restraining orders, preliminary injunctions and/or permanent injunctions, without having to post any bond or other security, to restrain or prohibit such breach or threatened breach, in addition to any other legal remedies which may be available, including the recovery of money damages.

6. Restricted Stock. All unvested stock awards would automatically vest on the CIC Date.

7. Withholding Taxes. The Company may withhold from all payments due to Executive (or Executive's beneficiary or estate) hereunder all taxes or deductions that, by applicable federal, state, local or other law, the Company is required to withhold therefrom.

8. Reimbursement of Expenses. The parties shall bear their own costs and attorneys' fees incurred in connection with the preparation and execution of the Agreement. In any action that is brought to enforce or interpret this Agreement, the substantially prevailing party shall be entitled to recover its or Executive's reasonable attorneys' and paralegal fees and expenses incurred in connection therewith, unless otherwise prohibited by law. In any such action, Executive waives all claims or defenses that the Company has an adequate remedy at law, and Executive shall not urge, in any such action or proceeding, the claim or defense that such a remedy at law exists.

9. Scope of Agreement/At-Will Employment. Nothing in this Agreement shall be deemed to entitle Executive to continued employment with the Company. Executive acknowledges that Executive is an at-will employee of the Company, meaning that either Executive or the Company can terminate the employment relationship at any time, with or without cause, and that this Agreement shall not change or affect Executive's at-will status

with the Company. If Executive's employment with the Company shall terminate prior to a CIC, Executive shall have no further rights under this Agreement (except as otherwise provided hereunder); provided, however, that any termination of Executive's employment during the CIC Period shall be subject to all of the provisions of this Agreement.

10. Successors; Binding Agreement. The rights and obligations of Executive hereunder are not assignable or delegable, and any prohibited assignment or delegation will be null and void. The Company may, without the prior consent of Executive, assign this Agreement to any successor of the Company, or in connection with any merger, consolidation, share exchange, combination, sale of stock or assets or similar transaction. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Company.

11. Notice.

- a) For purposes of this Agreement, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by overnight courier on the next business day after deposit with the courier service, or if mailed, three business days after mailing if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive: Joan A. Woldt

If to the Company: Bank First Corporation
c/o Kelly M. Dvorak, Registered Agent
General Counsel/Corporate Secretary
402 N. 8th St.
Manitowoc, WI 54220

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

- b) A written notice of Executive's date of termination by the Company or Executive, as the case may be, to the other, shall (i) indicate the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated and (iii) specify the Date of Termination. The failure by Executive or the Company to set forth in such notice any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of Executive or the Company hereunder or preclude Executive or the Company from asserting such fact or circumstance in enforcing Executive's or the Company's rights hereunder.

12. Full Settlement; Resolution of Disputes. The Company's obligation to make any severance payments provided for in this Agreement and otherwise to perform its obligations hereunder shall be in lieu of and in full settlement of all other severance payments to Executive under any other severance or employment agreement between Executive and the Company, and any severance plan of the Company. Furthermore, the Company's obligation to make any severance payments provided for in this Agreement under Section 4, is expressly conditioned and contingent upon Executive releasing the Company, and its successors and assigns, from any and all claims, to the fullest extent legally permissible. Such release shall be substantially in the form attached hereto as Exhibit A and must be executed by Executive and become effective within thirty (30) days of Executive's receipt of the Release in order for Executive to be entitled to any severance payments hereunder. The Company, as used in this Agreement, includes its respective predecessors, successors, assigns, and each of their directors, officers, managers, supervisors, employees, representatives, agents, insurers and attorneys and all persons acting, through, under or in concert with any of them.

The Company's obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action that the Company may have against Executive or others.

In no event shall Executive be obligated to seek other employment or take other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment.

13. Governing Law. The interpretation, construction, performance and enforcement of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without regard to the principle of conflicts of laws.

14. Jurisdiction; Venue. The parties hereto irrevocably consent to the jurisdiction and venue of the state court for the State of Wisconsin located in Manitowoc County, Wisconsin, or the Federal District Court for the Eastern District of Wisconsin, and agree that all actions, proceedings, litigation, disputes, or claims relating to or arising out of this Agreement shall be brought and tried only in such courts.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

16. Miscellaneous. No provision of this Agreement may be modified or waived unless such modification or waiver is agreed to in writing and signed by Executive and by a duly authorized senior officer of the Company. No waiver by any party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The failure of any party to insist in anyone or more instances upon performance of any of the provisions of this Agreement, or to pursue any rights under this Agreement, shall not be construed as a waiver of any such provisions or relinquishment of any rights under this Agreement, or affect the validity of the Agreement or any part of the Agreement, or the right to enforce each and

every provision of the Agreement in accordance with its terms. Except as otherwise specifically provided herein, the rights of, and benefits payable to, Executive, Executive's estate or Executive's beneficiaries pursuant to this Agreement are in addition to any rights of, or benefits payable to, Executive, Executive's estate or Executive's beneficiaries under any other employee benefit plan or compensation program of the Company.

17. No Reliance. The Company and Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants, and financial and other advisors as the Company or Executive has deemed appropriate in connection with their respective execution of this Agreement, (iv) has executed this Agreement voluntarily, (v) no promise, inducement or agreement, not herein expressed, has been made to Executive, and (vi) the terms of this Agreement are contractual and not mere recitals.

EXECUTIVE HEREBY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THIS AGREEMENT HAS BEEN PREPARED BY COUNSEL TO THE COMPANY AND THAT EXECUTIVE HAS NOT RECEIVED ANY ADVICE, COUNSEL, OR RECOMMENDATION WITH RESPECT TO THIS AGREEMENT FROM THE COMPANY OR ITS COUNSEL AND THAT IN EXECUTING THIS AGREEMENT EXECUTIVE DOES NOT RELY AND HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENT BY THE COMPANY OR ITS AGENTS, OTHER THAN THE STATEMENTS WHICH ARE CONTAINED WITHIN THIS AGREEMENT. EXECUTIVE HAS BEEN AFFIRMATIVELY ADVISED TO SEEK LEGAL COUNSEL OF EXECUTIVE'S OWN CHOOSING BEFORE SIGNING THIS AGREEMENT.

18. No Admissions. This Agreement shall not in any way be construed as an admission by the Company or its agents of any acts of discrimination or other improper conduct whatsoever against Executive or any other person, and the Company specifically disclaims any liability to or discrimination against Executive or any other person on the part of the Company and its employees and agents.

19. Section Headings. Section headings are inserted in this Agreement for convenience only and shall not affect any construction or interpretation of this Agreement.

20. Section 409(A). It is intended that any severance payment that may be due under this Agreement will not cause a violation of Section 409(A) of the Internal Revenue Service Code. Thus, notwithstanding anything in this Agreement to the contrary, if any provision in this Agreement or any severance payment would result in the imposition of an applicable tax under Section 409(A), that Agreement provision or severance payment will be reformed to avoid imposition of the applicable Section 409(A) tax. If an amount is to be paid under this Agreement in two or more installments, each installment shall be treated as a separate payment for purposes of Section 409(A).

21. Disclaimer. Nothing in this Agreement shall be construed to prohibit Executive from reporting conduct to, providing truthful information to, or participating in any

investigation or proceeding brought or conducted by, any federal or state government agency or self-regulatory organization.

22. Non-Disparagement. At any time during Executive's employment with the Company and following the termination of Executive's employment, regardless of the reason for the termination or the manner in which Executive's employment terminates, Executive agrees that Executive will not make any oral or written statements that disparage or damage the Company, or its business, services, shareholders, owners, officers, directors, board members, employees, or any dealings of any kind between Executive and the Company, to any other person or entity. Furthermore, Executive agrees that Executive will not make any oral or written statements or remarks that may disparage or damage the Company's customers, vendors, or suppliers, which the Company did business with or had contractual dealings with during the course of Executive's employment with the Company, including any of their shareholders, directors, officers, employees, owners and executives, or otherwise take any action which could reasonably be expected to adversely affect the personal, professional or business reputation of those entities or persons. For purposes of this Agreement, "disparage" shall mean any negative, false, or misleading statement, whether written or oral, about those entities or persons, its or their work product, or business operations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer and Executive has executed this Agreement, in each case as of the day and year set forth on this page.

BANK FIRST CORPORATION

BY: /s/Kelly M. Dvorak

PRINTED NAME: Kelly M. Dvorak

TITLE: General Counsel/Corporate Secretary

DATE: 4/11/2022

EXECUTIVE

BY: /s/Joan A. Woldt
Joan A. Woldt

DATE: 4/11/2022

EXHIBIT A

RELEASE OF CLAIMS

[DO NOT SIGN UNLESS AND UNTIL CHANGE IN CONTROL AND TERMINATION]

FOR VALUABLE CONSIDERATION, including the payment to the undersigned Executive of certain termination or severance benefits pursuant to that certain Change of Control Agreement previously executed by and between Executive and Bank First Corporation, including its successors and assigns (the "Company"), Executive hereby freely and voluntarily makes this Release of Claims ("Release").

1. Subject to the carve-out provisions set forth below, Executive, for Executive's own behalf and on behalf of Executive's heirs, personal representatives, executors, administrators, agents, and assigns, hereby forever and fully releases, acquits, and discharges the Company and each of its subsidiaries, affiliates, and divisions, officers, directors, shareholders, managers, agents, representatives, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), of and from any and all claims, actions, suits, debts, expenses, accounts, covenants, contracts, agreements, promises, obligations, warranties, trespasses, torts, injuries, losses, damages, attorneys' fees, court costs, demands or other liability or relief of any nature whatsoever arising prior to the execution of the Release, whether known or unknown, foreseen or unforeseen, fixed or contingent, brought at law, in equity, or before any administrative agency or department, that Executive ever had or now has, including but not limited to all matters arising out of or in any way relating to Executive's employment by the Company or the termination of Executive's employment. No rights or claims arising after the execution of this Release are waived hereby.

The above release provision includes, but is not limited to, those claims arising under (a) 42 U.S.C. §1981, (b) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. §2000e, et. seq., (c) the Age Discrimination in Employment Act of 1967 ("ADEA"), (d) the Older Workers Benefit Protection Act ("OWBPA"), (e) the Americans with Disabilities Act, as amended by the Americans with Disabilities Act Amendments Act, (f) the Family and Medical Leave Act, (g) Wisconsin's Fair Employment statutes and other statutes protecting civil rights, (h) Wisconsin's wage and hour statutes, (i) the Fair Labor Standards Act, (j) the Employee Retirement Income Security Act ("ERISA"), except to the extent unrelated to Executive's separation from employment to enforce any right to vested benefits, (k) any other federal, state, or local statutes or ordinances, (l) any and all tort or contract claims, including but not limited to breach of contract, breach of good faith and fair dealing, infliction of emotional distress, or wrongful termination or discharge, (m) and any and all claims which could have been alleged or pleaded in any litigation or other legal proceeding between Executive and any of the Released Parties by reason of, arising out of or in any way relating to Executive's employment by the Company or the termination of Executive's employment.

Nothing contained in this Release, including the release set forth above, is intended to or shall preclude or prohibit Executive from filing a claim or charge with the Equal Employment

Opportunity Commission (EEOC) or a corresponding state or local administrative body, or any other federal, state, or local governmental agency charged with enforcement of any law. Executive retains the right to participate in any such action; however, Executive shall not be entitled to any individual relief (monetary, equitable, or otherwise) as a result of any such claim, action, or charge. Furthermore, Executive retains the right to communicate with any governmental authority and such communication can be initiated by Executive or in response to the governmental authority and is not limited by any obligation Executive has under this Release or the Change of Control Agreement, including any nondisclosure or confidentiality provisions.

2. In the event Executive is forty (40) years of age or older, Executive understands that Executive is covered by the provisions of the ADEA and OWBPA. Accordingly, Executive has been given a period of at least twenty-one (21) days, within which to consider and execute the Release ("Review Period"), and instructed to consult with an attorney before signing. Executive may use as much or as little of the Review Period as Executive desires. Executive's signature on the Release constitutes a waiver of any days remaining in the Review Period. Furthermore, Executive has been advised that after Executive signs this Release, Executive has an additional seven (7) days within which to revoke the Release. The Release shall become final and binding on the eighth day after Executive signs the Release, provided that Executive does not timely revoke the Release ("Effective Date"). Executive may timely revoke Executive signature of the Release if Executive provides written notice by 5:00 PM on or before the seventh day after signing the Release, provided that Executive's written notice is either: (1) hand-delivered to and receipted by Kelly M. Dvorak, General Counsel and Corporate Secretary, Bank First Corporation, 402 N. 8th St., Manitowoc, WI 54221; or (2) delivered by receipted overnight delivery service to Kelly M. Dvorak, General Counsel and Corporate Secretary, Bank First Corporation, 402 N. 8th St., Manitowoc, WI 54221.

3. This Release cannot be modified, amended or changed, without the written consent of the Company.

4. The invalidity or unenforceability of any provision or provisions in the Release shall not affect the validity or enforceability of any other provision of the Release, which shall remain in full force and effect.

5. The laws of the State of Wisconsin shall govern the validity, interpretation, construction, performance and enforcement of the Release regardless of where Executive resides. Executive agrees that any action related to the Release shall be brought and tried in either state court for the State of Wisconsin located in Manitowoc County, Wisconsin, or the Federal District Court for the Eastern District of Wisconsin, as appropriate. Executive hereby: (a) agrees that venue shall be in such courts; (b) irrevocably consents to service of process and to the jurisdiction and venue of such courts; and (c) irrevocably waives any claim of inconvenient forum if any such suit, claim, proceeding, litigation, dispute, or claim has been brought, filed, or made in any such court.

6. In the event any of the Released Parties assert the Release as a defense to an action brought by or on behalf of Executive, and the Released Parties prevail, the Released Parties shall be entitled to recover its or their reasonable attorneys' and paralegal fees, costs and expenses, unless otherwise prohibited under federal or state law. This provision does not apply to

any action or claim Executive may assert under the ADEA, or any other federal or state statute or law that prohibits the recovery of such fees, costs and expenses by the Released Parties.

7. Executive represents that Executive has read this Release, fully understands each and every provision of this Release; and has voluntarily, of Executive's own accord, executed this Release. Executive acknowledges that in consideration of accepting the termination or severance payments, Executive is releasing certain legal claims. Executive has been affirmatively advised to seek legal counsel of Executive's own choosing before signing the Release. Executive acknowledges that Executive has carefully read and fully understands the provisions of the Release and that Executive has executed this Release based upon advice of Executive's attorney. Executive further acknowledges that the Release has been executed solely in reliance upon Executive's own knowledge, belief and judgment, and not upon any representations by the Company, or any individual or party associated with the Company. Executive further declares and represents that no promise, inducement or agreement, not herein expressed, has been made to Executive, and that the terms of the Release are contractual and not mere recitals.

EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS CAREFULLY READ THE ENTIRE RELEASE BEFORE SIGNING BELOW.

IN WITNESS WHEREOF, Executive has executed this Release on the date stated below.

EXECUTIVE

Joan A. Woldt

Date

CHANGE OF CONTROL AGREEMENT

THIS CHANGE OF CONTROL AGREEMENT (“Agreement”) is entered into as of the last date stated on the final page of this Agreement, by and between Bank First Corporation, including its successors and assigns (the “Company”), and Timothy J. McFarlane (“Executive”) (collectively the “parties”). The Agreement shall be effective as of the “Closing Date” of the “Merger”, each as defined in the Agreement and Plan of Merger by and between the Company and Hometown Bancorp, Ltd., dated as of July 25, 2022 (the “Merger Agreement”). If the Closing Date does not occur for any reason, this Agreement shall be void ab initio and of no force and effect.

AGREEMENT:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:
 - a) “Cause” means the termination of Executive’s employment because of:
 - (i) the commission of any material act of dishonesty or disloyalty involving the Company;
 - (ii) Executive’s commission of a crime that substantially relates to Executive’s position with the Company that has a material adverse effect on the Company;
 - (iii) the willful engagement by Executive in conduct that is materially injurious to the Company; or
 - (iv) any breach by Executive of any non-disclosure, non-competition, non-solicitation, or confidentiality agreement that Executive may have with the Company.
 - b) “CIC” means Change of Control.
 - c) “CIC Date” means the date on which the CIC Event is consummated.
 - d) “CIC Event” means a change of control of the Company whereby:
 - (i) any corporation, person, or other entity, including a group, becomes the beneficial owner of 51% or more of the combined voting power of the Company’s then outstanding securities;
 - (ii) due to the consummation of a merger, reorganization or consolidation of the Company, the shareholders of the Company immediately prior to the merger, reorganization or consolidation no longer own 51% or more of the combined voting power of the merged, reorganized or consolidated company;

- (iii) due to the sale, transfer, or other disposition of all or substantially all of the assets of the Company, the shareholders of the Company immediately prior to the sale, transfer or other disposition of assets no longer own 51% or more of the combined voting power of the entity to which assets were sold or transferred;
- (iv) a plan of liquidation of the Company is consummated; or
- (v) within any two (2) year period, a majority of the Company's Board of Director positions are no longer held by the same directors, other than as a result of any settlement of a proxy contest or attempt to avoid a proxy contest.

For the avoidance of doubt, a CIC Event shall not include the Merger, the Bank Merger (as defined in the Merger Agreement) or any other transaction contemplated by the Merger Agreement.

- e) "CIC Period" means the time period beginning on the CIC Date and ending on the first anniversary thereof.
- f) "Date of Termination" means the date on which Executive has a separation of service with the Company.
- g) "Good Reason" means any of the following:
 - (i) a material reduction in Executive's base salary or long-term incentive compensation;
 - (ii) a material reduction in Executive's authority, duties, or responsibilities;
 - (iii) Executive is required to be based at any office or location that is more than twenty-five (25) miles from the location where Executive was principally employed immediately preceding the CIC Date; or
 - (iv) a material breach of this Agreement by the Company.

Executive's right to terminate employment for Good Reason shall not be affected by Executive's incapacities due to mental or physical illness and Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any event or condition constituting Good Reason; provided, however, that Executive must provide at least ninety (90) days prior written notice of termination of employment. Good Reason shall not be deemed to exist under this Agreement unless Executive gives Executive's notice of termination, as provided in Section 11, to the Company within sixty (60) days following Executive's knowledge of an event constituting Good Reason, and the Company does not materially correct or cure such event(s) or act(s), if curable, within thirty (30)

days. The Company may, in its sole discretion, immediately relieve Executive of any further job responsibilities and release Executive earlier than the date of termination stated in the notice of termination.

- h) "Restricted Area" means within twenty-five (25) miles from the location where Executive was principally employed immediately preceding the Date of Termination.
- i) "Restricted Industry" means (i) retail or commercial banks and (ii) credit unions.
- j) "Restricted Period" means eighteen (18) months.

2. Obligations of Executive. During Executive's employment with the Company, Executive shall devote Executive's best efforts and attention, on a full-time basis, to the performance of the duties required of Executive as an employee of the Company. Executive shall provide such services using such care and attention as would be taken by a competent and prudent person in a like position of employment under similar circumstances. Executive shall have such authority and responsibility reasonably commensurate with Executive's job title as may be assigned to Executive from time-to-time by the Company in its sole discretion. Executive agrees to be bound by and comply with all policies, procedures, rules and regulations of the Company, including but not limited to those set forth in any compliance policy adopted by the Company or set forth in its employee handbook or manual, as may be amended by the Company in its sole discretion. Executive further agrees that Executive shall at all times during Executive's employment with the Company act in compliance with all federal, state and local laws, regulations and ordinances

3. Termination During the CIC Period. The Company may terminate Executive during the CIC Period, with or without cause. Executive may terminate Executive's employment during the CIC Period for Good Reason or without Good Reason.

4. Obligations of the Company Upon Termination of the Executive During the CIC Period. If the Company terminates Executive without Cause, or Executive terminates Executive's employment for Good Reason during the CIC Period, the Company shall pay to Executive the following:

- a) A lump sum cash payment equal to three times Executive's base salary in effect on the Date of Termination; plus
- b) A cash bonus equaling the average of the previous three years' bonus amounts; plus
- c) Reimbursement of health insurance continuation coverage premiums for a period of three (3) years, or until Executive becomes eligible for Medicare, whichever comes first.

The payments described in (a) and (b) will be paid to Executive in a single lump sum within twenty (20) business days following receipt by the Company of the Release

contemplated by Section 12 hereof and the expiration of any applicable review, revocation, and/or waiting periods; provided that, if the thirty (30) day period Executive has in which to execute the Release, as set forth in Section 12, spans two calendar years, the payments shall not be made prior to the first day of the second calendar year. Reimbursement of the health insurance continuation coverage premiums will be made in monthly installments.

5. Termination for Cause or for Other Than Good Reason. If Executive is terminated by the Company for Cause, or if Executive terminates Executive's employment for something other than Good Reason, then:

- a) the Agreement shall terminate without further obligation by the Company, other than to pay to Executive all salary and benefits owed to Executive prior to the Date of Termination; and
- b) Executive shall not, during the Restricted Period, directly or indirectly, (i) prepare to engage, or engage, in competition with the Company within the Restricted Area related to the Industry or (ii) acquire direct or indirect interest, or an option to acquire such an interest, in a company engaged in competition with the Company in the Restricted Area (other than an interest of not more than five percent (5%) of the outstanding stock of any company which is publicly traded on a national stock exchange or the over-the-counter market).

Executive acknowledges that a breach or threatened breach by Executive of this Section 5 of this Agreement will give rise to irreparable injury to the Company and that money damages will not be adequate relief for such injury and, accordingly, Executive agrees that the Company shall be entitled to obtain equitable relief, including, but not limited to, specific performance, temporary restraining orders, preliminary injunctions and/or permanent injunctions, without having to post any bond or other security, to restrain or prohibit such breach or threatened breach, in addition to any other legal remedies which may be available, including the recovery of money damages.

6. Restricted Stock. All unvested stock awards would automatically vest on the CIC Date.

7. Withholding Taxes. The Company may withhold from all payments due to Executive (or Executive's beneficiary or estate) hereunder all taxes or deductions that, by applicable federal, state, local or other law, the Company is required to withhold therefrom.

8. Reimbursement of Expenses. The parties shall bear their own costs and attorneys' fees incurred in connection with the preparation and execution of the Agreement. In any action that is brought to enforce or interpret this Agreement, the substantially prevailing party shall be entitled to recover its or Executive's reasonable attorneys' and paralegal fees and expenses incurred in connection therewith, unless otherwise prohibited by law. In any such action, Executive waives all claims or defenses that the Company has an adequate remedy at

law, and Executive shall not urge, in any such action or proceeding, the claim or defense that such a remedy at law exists.

9. Scope of Agreement/At-Will Employment. Nothing in this Agreement shall be deemed to entitle Executive to continued employment with the Company. Executive acknowledges that Executive is an at-will employee of the Company, meaning that either Executive or the Company can terminate the employment relationship at any time, with or without cause, and that this Agreement shall not change or affect Executive's at-will status with the Company. If Executive's employment with the Company shall terminate prior to a CIC, Executive shall have no further rights under this Agreement (except as otherwise provided hereunder); provided, however, that any termination of Executive's employment during the CIC Period shall be subject to all of the provisions of this Agreement.

10. Successors; Binding Agreement. The rights and obligations of Executive hereunder are not assignable or delegable, and any prohibited assignment or delegation will be null and void. The Company may, without the prior consent of Executive, assign this Agreement to any successor of the Company, or in connection with any merger, consolidation, share exchange, combination, sale of stock or assets or similar transaction. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Company.

11. Notice.

- a) For purposes of this Agreement, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by overnight courier on the next business day after deposit with the courier service, or if mailed, three business days after mailing if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive: Timothy J. McFarlane

If to the Company: Bank First Corporation
c/o Kelly M. Dvorak, Registered Agent
General Counsel/Corporate Secretary
402 N. 8th St.
Manitowoc, WI 54220

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

- b) A written notice of Executive's date of termination by the Company or Executive, as the case may be, to the other, shall (i) indicate the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for

termination of Executive's employment under the provision so indicated and (iii) specify the Date of Termination. The failure by Executive or the Company to set forth in such notice any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of Executive or the Company hereunder or preclude Executive or the Company from asserting such fact or circumstance in enforcing Executive's or the Company's rights hereunder.

12. Full Settlement; Resolution of Disputes. The Company's obligation to make any severance payments provided for in this Agreement and otherwise to perform its obligations hereunder shall be in lieu of and in full settlement of all other severance payments to Executive under any other severance or employment agreement between Executive and the Company, and any severance plan of the Company. Furthermore, the Company's obligation to make any severance payments provided for in this Agreement under Section 4, is expressly conditioned and contingent upon Executive releasing the Company, and its successors and assigns, from any and all claims, to the fullest extent legally permissible. Such release shall be substantially in the form attached hereto as Exhibit A and must be executed by Executive and become effective within thirty (30) days of Executive's receipt of the Release in order for Executive to be entitled to any severance payments hereunder. The Company, as used in this Agreement, includes its respective predecessors, successors, assigns, and each of their directors, officers, managers, supervisors, employees, representatives, agents, insurers and attorneys and all persons acting, through, under or in concert with any of them.

The Company's obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action that the Company may have against Executive or others.

In no event shall Executive be obligated to seek other employment or take other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment.

13. Governing Law. The interpretation, construction, performance and enforcement of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin without regard to the principle of conflicts of laws.

14. Jurisdiction; Venue. The parties hereto irrevocably consent to the jurisdiction and venue of the state court for the State of Wisconsin located in Manitowoc County, Wisconsin, or the Federal District Court for the Eastern District of Wisconsin, and agree that all actions, proceedings, litigation, disputes, or claims relating to or arising out of this Agreement shall be brought and tried only in such courts.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

16. Miscellaneous. No provision of this Agreement may be modified or waived unless such modification or waiver is agreed to in writing and signed by Executive and by a

duly authorized senior officer of the Company. No waiver by any party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The failure of any party to insist in anyone or more instances upon performance of any of the provisions of this Agreement, or to pursue any rights under this Agreement, shall not be construed as a waiver of any such provisions or relinquishment of any rights under this Agreement, or affect the validity of the Agreement or any part of the Agreement, or the right to enforce each and every provision of the Agreement in accordance with its terms. Except as otherwise specifically provided herein, the rights of, and benefits payable to, Executive, Executive's estate or Executive's beneficiaries pursuant to this Agreement are in addition to any rights of, or benefits payable to, Executive, Executive's estate or Executive's beneficiaries under any other employee benefit plan or compensation program of the Company.

17. No Reliance. The Company and Executive hereby acknowledge and agree that each (i) has read this Agreement in its entirety prior to executing it, (ii) understands the provisions and effects of this Agreement, (iii) has consulted with such attorneys, accountants, and financial and other advisors as the Company or Executive has deemed appropriate in connection with their respective execution of this Agreement, (iv) has executed this Agreement voluntarily, (v) no promise, inducement or agreement, not herein expressed, has been made to Executive, and (vi) the terms of this Agreement are contractual and not mere recitals.

EXECUTIVE HEREBY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THIS AGREEMENT HAS BEEN PREPARED BY COUNSEL TO THE COMPANY AND THAT EXECUTIVE HAS NOT RECEIVED ANY ADVICE, COUNSEL, OR RECOMMENDATION WITH RESPECT TO THIS AGREEMENT FROM THE COMPANY OR ITS COUNSEL AND THAT IN EXECUTING THIS AGREEMENT EXECUTIVE DOES NOT RELY AND HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENT BY THE COMPANY OR ITS AGENTS, OTHER THAN THE STATEMENTS WHICH ARE CONTAINED WITHIN THIS AGREEMENT. EXECUTIVE HAS BEEN AFFIRMATIVELY ADVISED TO SEEK LEGAL COUNSEL OF EXECUTIVE'S OWN CHOOSING BEFORE SIGNING THIS AGREEMENT.

18. No Admissions. This Agreement shall not in any way be construed as an admission by the Company or its agents of any acts of discrimination or other improper conduct whatsoever against Executive or any other person, and the Company specifically disclaims any liability to or discrimination against Executive or any other person on the part of the Company and its employees and agents.

19. Section Headings. Section headings are inserted in this Agreement for convenience only and shall not affect any construction or interpretation of this Agreement.

20. Section 409(A). It is intended that any severance payment that may be due under this Agreement will not cause a violation of Section 409(A) of the Internal Revenue Service Code. Thus, notwithstanding anything in this Agreement to the contrary, if any provision in this

Agreement or any severance payment would result in the imposition of an applicable tax under Section 409(A), that Agreement provision or severance payment will be reformed to avoid imposition of the applicable Section 409(A) tax. If an amount is to be paid under this Agreement in two or more installments, each installment shall be treated as a separate payment for purposes of Section 409(A).

21. Disclaimer. Nothing in this Agreement shall be construed to prohibit Executive from reporting conduct to, providing truthful information to, or participating in any investigation or proceeding brought or conducted by, any federal or state government agency or self-regulatory organization.

22. Non-Disparagement. At any time during Executive's employment with the Company and following the termination of Executive's employment, regardless of the reason for the termination or the manner in which Executive's employment terminates, Executive agrees that Executive will not make any oral or written statements that disparage or damage the Company, or its business, services, shareholders, owners, officers, directors, board members, employees, or any dealings of any kind between Executive and the Company, to any other person or entity. Furthermore, Executive agrees that Executive will not make any oral or written statements or remarks that may disparage or damage the Company's customers, vendors, or suppliers, which the Company did business with or had contractual dealings with during the course of Executive's employment with the Company, including any of their shareholders, directors, officers, employees, owners and executives, or otherwise take any action which could reasonably be expected to adversely affect the personal, professional or business reputation of those entities or persons. For purposes of this Agreement, "disparage" shall mean any negative, false, or misleading statement, whether written or oral, about those entities or persons, its or their work product, or business operations.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer and Executive has executed this Agreement, in each case as of the day and year set forth on this page.

BANK FIRST CORPORATION

BY: /s/Michael B. Molepske

PRINTED NAME: Michael B. Molepske

TITLE: Chief Executive Officer

DATE: 2/10/2023

EXECUTIVE

BY: /s/Timothy J. McFarlane

PRINTED NAME: Timothy J. McFarlane

TITLE: President

DATE: 2/10/2023

EXHIBIT A

RELEASE OF CLAIMS

[DO NOT SIGN UNLESS AND UNTIL CHANGE IN CONTROL AND TERMINATION]

FOR VALUABLE CONSIDERATION, including the payment to the undersigned Executive of certain termination or severance benefits pursuant to that certain Change of Control Agreement previously executed by and between Executive and Bank First Corporation, including its successors and assigns (the "Company"), Executive hereby freely and voluntarily makes this Release of Claims ("Release").

1. Subject to the carve-out provisions set forth below, Executive, for Executive's own behalf and on behalf of Executive's heirs, personal representatives, executors, administrators, agents, and assigns, hereby forever and fully releases, acquits, and discharges the Company and each of its subsidiaries, affiliates, and divisions, officers, directors, shareholders, managers, agents, representatives, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), of and from any and all claims, actions, suits, debts, expenses, accounts, covenants, contracts, agreements, promises, obligations, warranties, trespasses, torts, injuries, losses, damages, attorneys' fees, court costs, demands or other liability or relief of any nature whatsoever arising prior to the execution of the Release, whether known or unknown, foreseen or unforeseen, fixed or contingent, brought at law, in equity, or before any administrative agency or department, that Executive ever had or now has, including but not limited to all matters arising out of or in any way relating to Executive's employment by the Company or the termination of Executive's employment. No rights or claims arising after the execution of this Release are waived hereby.

The above release provision includes, but is not limited to, those claims arising under (a) 42 U.S.C. §1981, (b) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. §2000e, et. seq., (c) the Age Discrimination in Employment Act of 1967 ("ADEA"), (d) the Older Workers Benefit Protection Act ("OWBPA"), (e) the Americans with Disabilities Act, as amended by the Americans with Disabilities Act Amendments Act, (f) the Family and Medical Leave Act, (g) Wisconsin's Fair Employment statutes and other statutes protecting civil rights, (h) Wisconsin's wage and hour statutes, (i) the Fair Labor Standards Act, (j) the Employee Retirement Income Security Act ("ERISA"), except to the extent unrelated to Executive's separation from employment to enforce any right to vested benefits, (k) any other federal, state, or local statutes or ordinances, (l) any and all tort or contract claims, including but not limited to breach of contract, breach of good faith and fair dealing, infliction of emotional distress, or wrongful termination or discharge, (m) and any and all claims which could have been alleged or pleaded in any litigation or other legal proceeding between Executive and any of the Released Parties by reason of, arising out of or in any way relating to Executive's employment by the Company or the termination of Executive's employment.

Nothing contained in this Release, including the release set forth above, is intended to or shall preclude or prohibit Executive from filing a claim or charge with the Equal Employment

Opportunity Commission (EEOC) or a corresponding state or local administrative body, or any other federal, state, or local governmental agency charged with enforcement of any law. Executive retains the right to participate in any such action; however, Executive shall not be entitled to any individual relief (monetary, equitable, or otherwise) as a result of any such claim, action, or charge. Furthermore, Executive retains the right to communicate with any governmental authority and such communication can be initiated by Executive or in response to the governmental authority and is not limited by any obligation Executive has under this Release or the Change of Control Agreement, including any nondisclosure or confidentiality provisions.

2. In the event Executive is forty (40) years of age or older, Executive understands that Executive is covered by the provisions of the ADEA and OWBPA. Accordingly, Executive has been given a period of at least twenty-one (21) days, within which to consider and execute the Release ("Review Period"), and instructed to consult with an attorney before signing. Executive may use as much or as little of the Review Period as Executive desires. Executive's signature on the Release constitutes a waiver of any days remaining in the Review Period. Furthermore, Executive has been advised that after Executive signs this Release, Executive has an additional seven (7) days within which to revoke the Release. The Release shall become final and binding on the eighth day after Executive signs the Release, provided that Executive does not timely revoke the Release ("Effective Date"). Executive may timely revoke Executive signature of the Release if Executive provides written notice by 5:00 PM on or before the seventh day after signing the Release, provided that Executive's written notice is either: (1) hand-delivered to and receipted by Kelly M. Dvorak, General Counsel and Corporate Secretary, Bank First Corporation, 402 N. 8th St., Manitowoc, WI 54221; or (2) delivered by receipted overnight delivery service to Kelly M. Dvorak, General Counsel and Corporate Secretary, Bank First Corporation, 402 N. 8th St., Manitowoc, WI 54221.

3. This Release cannot be modified, amended or changed, without the written consent of the Company.

4. The invalidity or unenforceability of any provision or provisions in the Release shall not affect the validity or enforceability of any other provision of the Release, which shall remain in full force and effect.

5. The laws of the State of Wisconsin shall govern the validity, interpretation, construction, performance and enforcement of the Release regardless of where Executive resides. Executive agrees that any action related to the Release shall be brought and tried in either state court for the State of Wisconsin located in Manitowoc County, Wisconsin, or the Federal District Court for the Eastern District of Wisconsin, as appropriate. Executive hereby: (a) agrees that venue shall be in such courts; (b) irrevocably consents to service of process and to the jurisdiction and venue of such courts; and (c) irrevocably waives any claim of inconvenient forum if any such suit, claim, proceeding, litigation, dispute, or claim has been brought, filed, or made in any such court.

6. In the event any of the Released Parties assert the Release as a defense to an action brought by or on behalf of Executive, and the Released Parties prevail, the Released Parties shall be entitled to recover its or their reasonable attorneys' and paralegal fees, costs and expenses, unless otherwise prohibited under federal or state law. This provision does not apply to

any action or claim Executive may assert under the ADEA, or any other federal or state statute or law that prohibits the recovery of such fees, costs and expenses by the Released Parties.

7. Executive represents that Executive has read this Release, fully understands each and every provision of this Release; and has voluntarily, of Executive's own accord, executed this Release. Executive acknowledges that in consideration of accepting the termination or severance payments, Executive is releasing certain legal claims. Executive has been affirmatively advised to seek legal counsel of Executive's own choosing before signing the Release. Executive acknowledges that Executive has carefully read and fully understands the provisions of the Release and that Executive has executed this Release based upon advice of Executive's attorney. Executive further acknowledges that the Release has been executed solely in reliance upon Executive's own knowledge, belief and judgment, and not upon any representations by the Company, or any individual or party associated with the Company. Executive further declares and represents that no promise, inducement or agreement, not herein expressed, has been made to Executive, and that the terms of the Release are contractual and not mere recitals.

EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS CAREFULLY READ THE ENTIRE RELEASE BEFORE SIGNING BELOW.

IN WITNESS WHEREOF, Executive has executed this Release on the date stated below.

EXECUTIVE

Timothy J. McFarlane

Date

LIST OF SUBSIDIARIES

Ownership Percentage	Name	Incorporation
100%	Bank First, N.A.	National
	100% Bank First Investments, Inc.	Wisconsin
	49.8% UFS, LLC	Wisconsin
	100% TVG Holdings, Inc.	Wisconsin
	40% Ansay & Associates, LLC	Wisconsin
	100% BFC Title, LLC	Wisconsin
	100% Holmgren Lombardi, LLC	Wisconsin
100%	Veritas Asset Holdings, LLC	Wisconsin

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statements on Forms S-8 (Nos. 333-228989, 333-229958 and 333-237110) and Form S-3 (No. 333-239124) of Bank First Corporation and Subsidiaries of our report dated March 10, 2023, with respect to the consolidated financial statements of Bank First Corporation and Subsidiaries, included in this Annual Report on Form 10-K for the year ended December 31, 2022.

/s/ FORVIS, LLP (Formerly, Dixon Hughes Goodman LLP)

Atlanta, Georgia

March 10, 2023

BANK FIRST CORPORATION
CERTIFICATION PURSUANT TO RULE 13a-14 OR 15d-14 OF THE SECURITIES
EXCHANGE ACT OF 1934, AS AMENDED, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael B. Molepske, certify that:

1. I have reviewed this Annual Report on Form 10-K of Bank First 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(s) 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; and
 - 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(s) 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: March 10, 2023

By: /s/Michael B. Molepske

Michael B. Molepske
Chief Executive Officer

BANK FIRST CORPORATION
CERTIFICATION PURSUANT TO RULE 13a-14 OR 15d-14 OF THE SECURITIES
EXCHANGE ACT OF 1934, AS AMENDED, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kevin M. LeMahieu, certify that:

1. I have reviewed this Annual Report on Form 10-K of Bank First 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(s) 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; and
 - 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(s) 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: March 10, 2023

By: /s/ Kevin M. LeMahieu

Kevin M. LeMahieu

Chief Financial Officer

**BANK FIRST CORPORATION
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, Michael B. Molepske, the Chief Executive Officer of Bank First Corporation (the “Company”), and Kevin M. LeMahieu, the Chief Financial Officer of the Company, hereby certify that, to the best of their knowledge:

1. The Company’s Annual Report on Form 10-K for the period ended December 31, 2022 (the “Report”) fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, 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: March 10, 2023

By: /s/Michael B. Molepske

Michael B. Molepske
Chief Executive Officer

Date: March 10, 2023

By: /s/Kevin M. LeMahieu

Kevin M. LeMahieu
Chief Financial Officer

This certification “accompanies” the Form 10-K to which it relates, is not deemed filed with the SEC and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-K, irrespective of any general incorporation contained in such filing.)
