

Eagle Bancorp Montana, Inc.
Form S-1/A
February 01, 2010
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As filed with the Securities and Exchange Commission on February 1, 2010

Registration No. 333-163790

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

PRE-EFFECTIVE AMENDMENT NO. 1 TO
FORM S-1

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

EAGLE BANCORP MONTANA, INC. AND
AMERICAN FEDERAL SAVINGS BANK
RESTATED PROFIT SHARING PLAN

(Exact Name of Registrant as Specified in Its Charter)

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Delaware (State or Other Jurisdiction of Incorporation or Organization)	6035 (Primary Standard Industrial Classification Code Number) 1400 Prospect Avenue Helena, Montana 59601 (406) 442-3080	27-1449820 (I.R.S. Employer Identification Number)
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(Address, Including Zip Code, and Telephone Number, Including Area Code, of
Registrant's Principal Executive Offices)

Peter J. Johnson
President and Chief Executive Officer

1400 Prospect Avenue
Helena, Montana 59601
(406) 442-3080

(Address, Including Zip Code, and Telephone Number, Including Area Code, of
Agent for Service)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box:

If this Form is filed to register additional shares for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering:

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering:

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering:

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

Large accelerated filer Accelerated filer
 Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Title of each class of securities to be registered	registered	per share	offering price	registration fee
Common Stock, \$0.01 par value per share	5,259,093 shares	\$10.00	\$52,590,930(1)	\$2,935(2)
Participation Interests	596,700 interests			(3)

- (1) Estimated solely for the purpose of calculating the registration fee.
- (2) Previously paid.
- (3) The securities of Eagle Bancorp Montana, Inc. to be purchased by the American Federal Savings Bank Restated Profit Sharing Plan are included in the amount shown for common stock. However, pursuant to Rule 457(h) of the Securities Act of 1933, as amended, no separate fee is required for the participation interests. Pursuant to such rule, the amount being registered has been calculated on the basis of the number of shares of common stock that may be purchased with the current assets of such plan.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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Registration File No. 333-163790

Prospectus Supplement

Interests in

AMERICAN FEDERAL SAVINGS BANK RESTATED PROFIT SHARING PLAN

and

Offering of Up to 596,700 Shares of

EAGLE BANCORP MONTANA, INC.

Common Stock

In connection with the conversion of Eagle Financial MHC from the mutual to stock form of organization, Eagle Bancorp Montana, Inc. (Eagle Montana) is allowing participants in the American Federal Savings Bank Restated Profit Sharing Plan, or 401(k) Plan (the Plan), to invest all or a portion of their accounts in the common stock of Eagle Montana (other than amounts the participants presently have invested in the common stock of Eagle Bancorp). Based upon the value of the Plan assets at September 30, 2009, Eagle Montana has registered a number of participation interests through the Plan in order to enable the trustees to purchase or acquire up to 596,700 shares of Eagle Montana common stock, at \$10.00 per share. This prospectus supplement relates to the election of Plan participants to direct the trustees of the Plan to invest all or a portion of their Plan account in the Eagle Montana Common Stock Fund (the New Employer Stock Fund) at the time of the stock offering.

The prospectus of Eagle Montana dated _____, 2010, accompanies this prospectus supplement. It contains detailed information regarding the conversion and stock offering of Eagle Montana and the financial condition, results of operations and business of Eagle Bancorp and American Federal Savings Bank. You should read this prospectus supplement, which provides information with respect to the Plan, together with the prospectus.

For a discussion of risks that you should consider before making an investment decision, see Risk Factors beginning on page 14 of the prospectus.

The interests in the Plan and the common stock being offered have not been approved or disapproved by the Office of Thrift Supervision, the Securities and Exchange Commission or any other federal or state agency. Any representation to the contrary is a criminal offense.

The securities offered in this prospectus supplement are not deposits or accounts and are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency.

This prospectus supplement may be used only in connection with offers and sales by Eagle Montana of participation interests in the Plan consisting of shares of common stock of Eagle Montana. No one may use this prospectus supplement to reoffer or resell interests or shares of common stock acquired through the Plan.

You should rely only on the information contained in this prospectus supplement and the accompanying prospectus. Eagle Montana, American Federal Savings Bank and the Plan have not authorized anyone to provide you with information that is different.

This prospectus supplement does not constitute an offer to sell or solicitation of an offer to buy any securities in any jurisdiction to any person to whom it is unlawful to make an offer or solicitation in that jurisdiction. Neither the delivery of this prospectus supplement and the prospectus nor any sale of common stock shall under any circumstances imply that there has been no change in the affairs of Eagle Montana, American Federal Savings Bank or the Plan since the date of this prospectus supplement, or that the information contained in this prospectus supplement or incorporated by reference is correct as of any time after the date of this prospectus supplement.

The date of this prospectus supplement is _____, 2010.

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THE OFFERING

Securities Offered and Purchase Price

Eagle Montana is offering participants in the Plan the opportunity to elect to purchase participation interests in the Plan consisting of shares of Eagle Montana common stock through the New Employer Stock Fund being established under the Plan in connection with the stock offering. At September 30, 2009, there were sufficient funds in the Plan to purchase or acquire up to 596,700 shares of Eagle Montana common stock at \$10.00 per share. The shares of common stock currently held in the Plan will automatically be exchanged for shares of Eagle Montana pursuant to an exchange ratio, as is more fully discussed in the prospectus. Only employees of American Federal Savings Bank may become participants in the Plan. Your investment in the shares of common stock of Eagle Montana through the Plan in the offering is subject to the priorities listed below.

Information with regard to the Plan is contained in this prospectus supplement and information with regard to the financial condition, results of operations and business of Eagle Bancorp and American Federal Savings Bank and information about the common stock offering are contained in the accompanying prospectus. The address of the principal executive office of Eagle Montana and American Federal Savings Bank is 1400 Prospect Avenue, Helena, Montana 59601.

All questions about completing the Special Investment Election Form should be addressed to _____, _____; telephone number: () ___-___; email: _____.

Questions about the common stock being offered or about the prospectus may be directed to the Stock Information Center at 1-877-___-___.

Election to Purchase Common Stock in the

Offering: Priorities

In connection with the conversion and stock offering, you may elect to transfer (in increments of \$10.00) all or part of your account balances in the Plan (other than the amounts you currently have invested in the Eagle Bancorp Common Stock Fund (Old Employer Stock Fund)) to the New Employer Stock Fund, to be used to purchase common stock issued in the offering. The trustees of the Plan will purchase common stock in accordance with your directions and such stock will be held in the New Employer Stock Fund. However, such directions are subject to purchase priorities set forth in the plan of conversion and reorganization of Eagle Financial MHC.

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The shares of common stock are being offered at \$10.00 per share in a Subscription Offering and Community Offering. In the offering, the purchase priorities are as follows and apply in case more shares are ordered than are available for sale.

Subscription Offering:

(1) Depositors of American Federal Savings Bank with \$50 or more as of close of business on November 30, 2008, get first priority.

(2) Tax-qualified employee benefit plans of American Federal Savings Bank and its affiliates, including the Plan, get second priority.

(3) Depositors of American Federal Savings Bank with \$50 or more as of close of business on [Supplemental date], get third priority.

(4) Depositors of American Federal Savings Bank as of the close of business on [voting record date] and to borrowers of American Federal Savings Bank as of April 4, 2000 whose borrowings remain outstanding as of [voting record date], get fourth priority.

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Community Offering:

If all shares are not subscribed for in the Subscription Offering, Eagle Montana expects to offer shares of common stock for sale in a Community Offering, to members of the general public, with a preference given in the following order:

- (1) Residents of Montana; and

- (2) Public stockholders of Eagle Bancorp as of _____, 2010.

If you are an eligible customer in the Subscription Offering, as listed above, you have received, or soon will separately receive, offering materials in the mail, including a Stock Order Form. If you wish to purchase stock outside the Plan, you must complete and submit the Stock Order Form and payment at \$10.00 per share, using the reply envelope provided. Questions about completing Stock Order Forms may be directed to our Stock Information Center at 1-877-__-__.

Additionally, or instead of placing an order outside of the Plan through a Stock Order Form, you may place an order for the purchase of Eagle Montana common stock through the Plan, using the enclosed Special Investment Election Form, to be completed and submitted in the manner described on the next page.

After _____, 2010, the closing of the election period, the portion of each investment fund you designated will be sold and the proceeds will be removed from your existing account(s) and transferred to an interest-bearing account pending the consummation of the offering.

Several weeks later, upon consummation of the conversion and stock offering, and subject to a determination of whether all or any portion of your order may be filled (based on your purchase priority in the event that the offering is oversubscribed), all or a portion of the amount that you have transferred will be used to purchase common stock in the stock offering. The stock will be placed in the New Employer Stock Fund within the Plan. Interest earned on your funds will be deposited into the Invesco Stable Value Fund, which you may reinvest at your discretion.

In the event the offering is cancelled or oversubscribed, i.e., there are more orders for common stock than shares available for sale in the offering, and the trustees are unable to use the full amount allocated by you to purchase common stock in the offering, the amount that cannot be invested in common stock, and any interest earned, will be reinvested in the other investment funds in accordance with your then existing investment election (in proportion to your investment direction for future contributions).

If you choose not to direct the investment of your account balance towards the purchase of any shares in the offering, your account balance will remain in the investment funds of the Plan as previously directed by you.

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Shares Currently Held in the Plan

All shares of Eagle Bancorp held in the Plan upon consummation of the conversion and offering (i.e., several weeks after the deadline for submitting your Special Investment Election Form), will automatically be converted into shares of Eagle Montana using the exchange ratio described in the Prospectus. No fractional shares of Eagle Montana will be issued. Rather, cash equal to the value of the fractional share interest, using the \$10.00 per share offering purchase price per share, will be paid to the holder. All shares of Eagle Bancorp that are converted to shares of Eagle Montana will be held in the Old Employer Stock Fund and shares of Eagle Montana that are acquired during the stock offering will be held in the New Employer Stock Fund. Cash for any fractional shares will be credited to the Invesco Stable Value Fund, to be reinvested by you in your discretion. As soon as practicable after the closing of the stock offering, the Old Employer Stock Fund will be merged into the New Employer Stock Fund.

Value of the Plan Assets

As of September 30, 2009, the market value of the assets of the Plan was approximately \$5.967 million. The Plan administrator informed each participant of the value of his or her account balance under the Plan as of September 30, 2009, by mailing the normally scheduled quarterly Plan statement.

Transferring Funds to Purchase Stock

Enclosed is a Special Investment Election Form on which you can elect to transfer all or a portion of your account balance in the Plan to the New Employer Stock Fund for the purchase of Eagle Montana common stock in the offering (other than amounts you currently have invested in the Old Employer Stock Fund). **If you do not wish to purchase Eagle Montana common stock in the offering through the Plan, you must still fill out the Special Investment Election Form and check the box for No Election in Section D of the form.**

The form is to be returned to _____ as indicated on the Special Investment Election Form.

How to Order

You can elect to transfer funds in increments of \$10.00 to the New Employer Stock Fund for the purchase of stock in the offering. This is done by following the procedures described below. Please note the following stipulations concerning this election:

Your election, is subject to a minimum purchase of 25 shares which equates to \$250.00.

Your election, plus any stock order you placed outside the Plan, are together subject to a maximum purchase of 25,000 shares, which equates to \$250,000.

The election period closes at pm Mountain time, on
 , .

During the stock offering period, you will continue to have the ability to transfer amounts that are ***not*** designated to be transferred to the New Employer Stock Fund, per your Special Election Form.

After the election period ends, the dollar amounts you designated will be transferred to the Invesco Stable Value Fund.

The amount transferred to the Invesco Stable Value Fund will be held separately until the completion of the conversion. Therefore, this money is not available for distributions or withdrawals.

You are allowed only one election to transfer funds to the New Employer Stock Fund. Follow these steps to make your election to use all or part of your account balance in the Plan to purchase shares in the stock offering:

You can only purchase in the offering through the Plan by returning your Special Investment Election Form to

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_____ by the due date. You cannot purchase in the offering by means of telephone transfers or the Internet. That portion of your Plan account balance that you elect to apply towards the purchase of stock in the offering will be irrevocably committed to such purchases.

Use the enclosed Special Investment Election Form to transfer all or a portion of your account balance to the New Employer Stock Fund to purchase stock in the offering. Indicate next to each fund in which you have invested, the dollar amount (in \$10.00 increments) from that fund you wish to transfer to the New Employer Stock Fund.

Please print your name and social security number on the Special Investment Election Form.

Please complete Section D of the Special Investment Election Form *Purchaser Information* indicating your individual purchase priority and provide the information requested on your accounts in American Federal Savings Bank.

Sign and date the Special Investment Election Form and return it to _____ by hand delivery, regular mail, overnight delivery, interoffice mail or fax (to ___-____), by the order date stated below. Overnight delivery should be addressed to: _____, American Federal Savings Bank, 1400 Prospect Avenue, Helena, Montana 59601.

Order Deadline

If you wish to purchase Eagle Montana common stock with all or part of your Plan account balance, your Special Investment Election Form must be received by _____, 1400 Prospect Avenue, Helena, Montana 59601, telephone number (____) ___-___; fax number (____) ___-___; no later than **_____ p.m. Mountain time on _____, 2010**. You may send your Special Investment Election Form by hand delivery, regular mail, overnight delivery, interoffice mail or fax. If you have any questions with respect to the Special Investment Election Form, please contact _____.

Irrevocability of Transfer Direction

You may not revoke your Special Investment Election Form once it has been delivered to _____. You will, however, continue to have the ability to transfer amounts not directed towards the purchase of stock in the offering among all of the other investment funds, including the Old Employer Stock Fund, on a daily basis.

Other Purchases in Your Account During the Offering Period

Whether or not you choose to purchase Eagle Montana common stock in the offering through the Plan, you will at all times have complete access to those amounts in your account that you do **not**

apply towards purchases in the offering. For example, you will be able to invest in funds within the Plan with that portion of your account balance that you do not apply towards purchases in the offering during the offering period. Such purchases will be made at the prevailing market price in the same manner as you make such purchases now, i.e., through telephone transfers and Internet access to your account.

Direction to Purchase Common Stock after the Offering

After the offering, you will again have complete access to any amounts that you directed towards the investment in Eagle Montana common stock. The stock purchased by Plan participants will be held in the Employer Stock Fund within the Plan. You may direct that your future contributions or your account balance in the Plan be transferred to the New Employer Stock Fund, and you will also have the ability to sell all or a portion of your interest in the New Employer Stock Fund.

Special restrictions may apply to transfers directed to and from the New Employer Stock Fund by the participants who are subject to the provisions of Section 16(b) of the Securities Exchange Act of 1934, as amended, relating to the purchase and sale of securities by officers, directors and principal shareholders of Eagle Montana.

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Purchase Price of Common Stock

During the stock offering, the trustees will pay \$10.00 per share, which will be the same price paid by all other persons for a share of Eagle Montana common stock in the stock offering.

Nature of a Participant's Interest in the Common Stock

After the stock offering, the trustees of the Plan will acquire common stock in open market transactions at the prevailing price, which may be less than or more than \$10.00 per share.

The trustees will hold the common stock, in trust, for the participants of the Plan. Shares of common stock acquired by the trustees at your direction will be allocated to your account. Therefore, investment decisions of other participants should not affect the earnings allocated to your account.

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DESCRIPTION OF THE PLAN

Introduction

The American Federal Savings Bank Restated Profit Sharing Plan (the Plan) was initially adopted effective January 1, 1976, and subsequently amended and restated effective January 1, 2010. The Plan is a tax-qualified plan with a cash or deferred compensation feature established in accordance with the requirements under Section 401(a) and Section 401(k) of the Internal Revenue Code of 1986, as amended (the Code).

American Federal Savings Bank intends that the Plan, in operation, will comply with the requirements under Section 401(a) and Section 401(k) of the Code, and any other applicable section of the Code. The Employer will adopt any amendments to the Plan that may be necessary to ensure the continuing qualified status of the Plan under the Code and applicable Treasury Regulations.

Employee Retirement Income Security Act (ERISA). The Plan is an individual account plan other than a money purchase pension plan within the meaning of ERISA. As such, the Plan is subject to all of the provisions of Title I (Protection of Employee Benefit Rights) and Title II (Amendments to the Internal Revenue Code Relating to Retirement Plans) of ERISA, except the funding requirements contained in Part 3 of Title I of ERISA which by their terms do not apply to an individual account plan (other than a money purchase plan). The Plan is not subject to Title IV (Plan Termination Insurance) of ERISA. The funding requirements contained in Title IV of ERISA are not applicable to participants or beneficiaries under the Plan.

Reference to Full Text of Plan. The following portions of this prospectus supplement summarize certain provisions of the Plan. They are not complete and are qualified in their entirety by the full text of the Plan. Copies of the Plan are available to all employees by filing a request with the Plan administrator c/o American Federal Savings Bank, Attn: Alana Binde, Human Resources Officer; telephone number: (406) 457-4015; email: abinde@amfedsb.com; address: 1400 Prospect Avenue, Helena, Montana 59601. You are urged to read carefully the full text of the Plan.

Eligibility and Participation

As an employee of American Federal Savings Bank, you are eligible to participate in the Plan. Non-resident aliens, leased employees and union employees are not eligible to participate in the Plan. The Plan year is January 1 to December 31 (the Plan Year).

As of September 30, 2009, there were approximately _____ employees, former employees, and beneficiaries eligible to participate in the Plan.

Contributions under the Plan

Elective Deferrals. You are permitted to elect to reduce your compensation on a pre-tax basis by an amount up to the applicable dollar limit under the Code and to have that amount contributed to the Plan on your behalf. Amounts of compensation that may be deferred as Elective Deferrals include your base wages. In 2010, the annual compensation of each participant taken into account under the Plan is limited to \$245,000. (Limits established by the Internal Revenue Service are subject to increase pursuant to an annual cost-of-living adjustment, as permitted by the Code.) You may elect to modify the amount contributed to the Plan by filing a new elective deferral agreement with the Plan administrator at the beginning of each pay period.

Employer Matching Contributions. The Employer may make discretionary matching contributions (Matching Contributions) to the Plan.

Employer Profit Sharing Contributions. The Employer may make discretionary profit sharing contributions (Discretionary Contributions) to the Plan.

Rollover and Plan to Plan Transfer Contributions. You may make rollovers contributions and transfer contributions to the Plan.

Roth Deferrals. If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax-free, you must meet certain conditions described in the Plan.

Limitations on Contributions

Limitations on Elective Deferrals. For the Plan Year beginning January 1, 2010, the amount of your Elective Deferrals may not exceed \$16,500 per calendar year. Contributions in excess of this limit are known as excess deferrals. If you defer amounts in excess of this limitation, your gross income for federal income tax purposes will include the excess in the year of the deferral. In addition, unless the excess deferral is distributed before April 15 of the following year, it will be taxed again in the year distributed. Income on the excess deferral distributed by April 15 of the immediately succeeding year will be treated, for federal income tax purposes, as earned and received by you in the tax year in which the contribution is made.

Catch-Up Contributions. If you have made the maximum amount of regular before-tax contributions allowed by the Plan or other legal limits and you have attained at least age 50 (or will reach 50 prior to the end of the Plan Year), you are also eligible to make an additional catch-up contribution. You may authorize American Federal Savings Bank to withhold a specified dollar amount of your compensation for this purpose. For 2010, the maximum catch-up contribution is \$5,500.

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Contribution Limit. Generally, the law imposes a maximum limit on the amount of contributions you may receive under the Plan. This limit applies to all contributions to the Plan, including your Elective Deferrals and all other employer contributions made on your behalf during the Plan Year, excluding earnings and any transfers/rollovers. For the Plan Year beginning January 1, 2010, this total cannot exceed the lesser of \$49,000 or 100% of your annual base compensation.

Benefits Under the Plan

Vesting. At all times, you have a fully vested, nonforfeitable interest in your Elective Deferrals and Matching Contributions and the earnings thereon under the Plan. Your Discretionary Contributions are subject to a five-year graded vesting schedule pursuant to which such amounts vest in 20% increments after each completed year of service, beginning upon the completion of the second year of service, until a participant becomes 100% vested upon completion of six years of service.

You will also become 100% vested in your Discretionary Contributions, regardless of your years of service, immediately upon your total and permanent disability or death.

Withdrawals and Distributions from the Plan

Applicable federal law requires the plan to impose substantial restrictions on the right of a plan participant to withdraw amounts held for his or her benefit under the plan prior to the participant's termination of employment with the employer.

Time of Distribution. You will be entitled to all of your accounts under the Plan if you retire on or after your normal retirement age (age 62). If you remain employed past your normal retirement date, you may generally defer the receipt of benefits until the date you choose to retire. However, you may request a distribution from the Plan if your employment terminates before your normal retirement date.

Hardship. In the event you incur a financial hardship, you may request an in-service withdrawal from your Elective Deferrals Account (not including earnings) and your Matching Contributions Account.

Form of Distribution. Distribution of your benefit under the Plan will be made in the form of a joint and survivor annuity for married employees or a single life annuity for single employees, unless you elect an alternate form of payment such as a single lump sum payment.

Investment of Contributions and Account Balances

All amounts credited to your account under the Plan are held in the Plan trust which is administered by the trustees appointed by American Federal Savings Bank's Board of Directors.

Prior to the effective date of the offering, you are provided the opportunity to direct the investment of your account into any of the following funds:

Eaton Vance WW Health Sciences

Franklin Flex Cap Growth

Hartford MidCap

Invesco Stable Value Fund

Lord Abbett Mid-Cap Value

Oppenheimer Global Growth & Income

Oppenheimer Main Street Small Cap

Pimco Low Duration Bond Fund

Pimco Stocks Plus

Seligman Communications and Information

VanKampen Utility Fund

Allianz NFJ Dividend Value A

Allianz NFJ Small Cap Value A

American Funds Target Date Ret 2010 A

American Funds Target Date Ret 2020 A

American Funds Target Date Ret 2030 A

American Funds Target Date Ret 2040 A

American Funds Capital Income Builder

American Funds Investment Co of America

American Funds American Balanced

American Funds Growth Fund of America

American Funds Intermediate Bond Fund of America

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The following provides performance data with respect to the investment funds available under the Plan:

Fund	Performance*					Expense Ratio
	YTD	1 Yr	3 Yrs	5 Yrs	10 Yrs	
Eaton Vance WorldWide Health (ETHSX)	9.90%	9.90%	2.77%	3.12%	7.42%	1.79%
Allianz NFJ Dividend Value (PNEAX)	12.92%	12.92%	-9.12%	0.76%	N/A	1.06%
Franklin Flex Cap Growth (FKCGX)	34.20%	34.20%	-0.26%	2.19%	-0.54%	1.02%
Hartford MidCap Fund (HFMCX)	29.80%	29.80%	-1.49%	4.29%	6.99%	1.23%
Lord Abbett MidCap Value (LAVLX)	26.70%	26.70%	-8.30%	-1.29%	8.06%	1.12%
Oppenheimer Main St. Small Cap (OPMSX)	37.00%	37.00%	-5.94%	0.97%	6.71%	1.38%
Allianz NFJ Small Cap Value (PCVAX)	23.90%	23.90%	-1.10%	4.82%	11.57%	1.24%
Pimco StocksPlus (PSPAX)	41.40%	41.40%	-6.56%	-0.87%	-1.37%	1.52%
Seligman Communications and Information (SLMCX)	59.90%	59.90%	5.27%	8.81%	-0.18%	1.50%
Growth Fund of America (RGABX)	33.50%	33.50%	-3.85%	2.09%	1.62%	1.48%
Van Kampen Utility (VKUAX)	10.10%	10.10%	-4.11%	3.94%	2.86%	1.32%
Oppenheimer Global Growth & Income (OPGIX)	75.80%	75.80%	1.88%	6.63%	5.12%	1.18%
Investment Company of America (RICBX)	26.10%	26.10%	-5.03%	0.85%	1.72%	1.48%
Capital Income Builder (RIRBX)	19.60%	19.60%	-3.11%	2.75%	6.47%	1.56%
American Balanced Fund (RLBBX)	20.10%	20.10%	-2.19%	1.20%	4.91%	1.42%
Intermediate Bond Fund of America (RBOBX)	5.90%	5.90%	2.57%	2.37%	3.70%	1.53%
Allianz Low Duration Fund (PTLAX)	12.90%	12.90%	6.06%	4.50%	4.86%	0.88%
Investco Stable Value Fund	2.81%	2.81%	3.51%	3.79%	4.44%	0.35%
American Funds Target Date -2040 (RBKTX)	30.50%	30.50%	N/A	N/A	N/A	0.81%