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# Section 1: S-8 (FORM S-8 BCB BANCORP, INC. 05-14-2018)

Registration No. 333-\_\_\_\_\_

As filed with the Securities and Exchange Commission on May 14, 2018

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

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## FORM S-8

### REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

**BCB Bancorp, Inc.**  
(Exact Name of Registrant as Specified in its Charter)

**New Jersey**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**26-0065262**  
(I.R.S. Employer Identification No.)

**595 Avenue C**  
**Bayonne, NJ 07002**  
(Address of Principal Executive Offices)

**BCB Bancorp, Inc. 2018 Equity Incentive Plan**  
(Full Title of the Plan)

Copies to:

John J. Brogan, Esq.  
General Counsel  
BCB Bancorp, Inc.  
104-110 Avenue C  
Bayonne, NJ 07002  
(201) 823-0700  
(Name, Address and Telephone  
Number of Agent for Service)

Benjamin Azoff, Esq.  
Luse Gorman, PC  
5335 Wisconsin Ave., N.W., Suite 780  
Washington, DC 20015-2035  
(202) 274-2000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an 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 Securities Exchange Act of 1934, as amended (the "Exchange Act"):

Large accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company)  
Emerging growth company

Accelerated filer   
Smaller reporting 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 7(a)(2)(B) of the Securities Act.

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

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**CALCULATION OF REGISTRATION FEE**

Title of Securities to be Registered	Amount to be Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common stock, par value \$0.01 per share	1,000,000 <sup>(2)</sup>	\$15.23 <sup>(4)</sup>	\$15,230,000	\$1,897
Stock Options	1,000,000 <sup>(3)</sup>			N/A <sup>(5)</sup>

- (1) Together with an indeterminate number of additional shares that may be necessary to adjust the number of shares reserved for issuance pursuant to the BCB Bancorp, Inc. 2018 Equity Incentive Plan (the "Equity Plan") as a result of a stock split, stock dividend or similar adjustment of the outstanding common stock of BCB Bancorp, Inc. (the "Company") pursuant to 17 C.F.R. Section 230.416(a) under the Securities Act of 1933, as amended (the "Securities Act").
- (2) Represents the number of shares of common stock reserved for issuance under the Equity Plan for any grants of stock options and restricted stock.
- (3) Represents the number of stock options reserved for issuance under the Equity Plan for any future grants of stock options.
- (4) Determined pursuant to 17 C.F.R. Section 230.457(h)(1) of the Securities Act.
- (5) Pursuant to 17 C.F.R. Section 230.457(h)(3) of the Securities Act, no registration fee is required to be paid.

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This Registration Statement shall become effective upon filing in accordance with Section 8(a) of the Securities Act of 1933 and 17 C.F.R. § 230.462.

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## **PART I.**

### **Items 1 and 2. Plan Information, and Registrant Information and Employee Plan Annual Information**

The documents containing the information specified in Part I of Form S-8 have been or will be sent or given to participants in the Equity Plan as specified by Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Act.

Such documents are not being filed with the Commission, but constitute (along with the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II hereof) a prospectus that meets the requirements of Section 10(a) of the Securities Act.

## **PART II.**

### **Item 3. Incorporation of Documents by Reference**

The following documents previously or concurrently filed with the Commission are hereby incorporated by reference in this Registration Statement:

- a) The Company's Annual Report on Form 10-K for the year ended December 31, 2017 (File No. 000-50275), filed with the Commission on March 8, 2018 pursuant to Section 13(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act");
- b) All other reports filed by the Company pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the year covered by the Annual Report on Form 10-K referred to in (a) above; and
- c) The description of the Company's common stock contained in the Current Report on Form 8-K-12g3 filed with the Commission on May 1, 2003 to register the Company's common stock under the Exchange Act (Commission File No. 000-50275).

All documents subsequently filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14, or 15(d) of the Exchange Act, after the date hereof, and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference into this Registration Statement and to be a part thereof from the date of the filing of such documents. Any statement contained in the documents incorporated, or deemed to be incorporated, by reference herein or therein shall be deemed to be modified or superseded for purposes of this Registration Statement and the prospectus to the extent that a statement contained herein or therein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein or therein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement and the prospectus.

All information appearing in this Registration Statement and the prospectus is qualified in its entirety by the detailed information, including financial statements, appearing in the documents incorporated herein or therein by reference.

### **Item 4. Description of Securities**

Not applicable.

### **Item 5. Interests of Named Experts and Counsel**

None.

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## Item 6. Indemnification of Directors and Officers

Article VII of the Certificate of Incorporation of BCB Bancorp, Inc. (for purposes of this Item 6, the "Corporation") sets forth circumstances under which directors, officers, employees and agents of the Company may be insured or indemnified against liability which they incur in their capacities as such:

The Corporation shall indemnify its officers, directors, employees and agents and former officers, directors, employees and agents, and any other persons serving at the request of the Corporation as an officer, director, employee or agent of another corporation, association, partnership, joint agent of another corporation, association, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) incurred in connection with any pending or threatened action, suit, or proceeding, whether civil, criminal, administrative or investigative, with respect to which such officer, director, employee, agent or other person is party, or is threatened to be made a party, to the full extent permitted by the New Jersey Business Corporation Act. The indemnification provided herein (i) shall not be deemed exclusive of any other right to which any person seeking indemnification may be entitled under any by-law, agreement, or vote of shareholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in any other capacity, and (ii) shall inure to the benefit of the heirs, executors, and the administrators of any such person. The Corporation shall have the power, but shall not be obligated, to purchase and maintain insurance on behalf of any person or persons enumerated above against any liability asserted against or incurred by them or any of them arising out of their status as corporate directors, officers, employees, or agents whether or not the Corporation would have the power to indemnify them against such liability under the provisions of this article.

The Corporation shall, from time to time, reimburse or advance to any person referred to in this article the funds necessary for payment of expenses, including reasonable attorneys' fees, incurred in connection with any action, suit or proceeding referred to in this article, upon receipt of a written undertaking by or on behalf of such person to repay such amount(s) if a judgment or other final adjudication adverse to the director or officer establishes that the director's or officer's acts or omissions (i) constitute a breach of the director's or officer's duty of loyalty to the corporation or its shareholders, (ii) were not in good faith, (iii) involved a knowing violation of law, (iv) resulted in the director or officer receiving an improper personal benefit, or (v) were otherwise of such a character that New Jersey law would require that such amount(s) be repaid.

## Item 7. Exemption From Registration Claimed.

Not applicable.

## Item 8. Exhibits.

Regulation S-K Exhibit Number	Document	Reference to Prior Filing or Exhibit No. Attached Hereto
4	<a href="#">Form of Common Stock Certificate</a>	*
5	<a href="#">Opinion of Luse Gorman, PC</a>	Attached as Exhibit 5
10.1	<a href="#">BCB Bancorp, Inc. 2018 Equity Incentive Plan</a>	**
10.2	<a href="#">Form of Incentive Stock Option Award Agreement</a>	Attached as Exhibit 10.2
10.3	<a href="#">Form of Non-Statutory Stock Option Award Agreement</a>	Attached as Exhibit 10.3
10.4	<a href="#">Form of Restricted Stock Award Agreement</a>	Attached as Exhibit 10.4
23.1	<a href="#">Consent of Luse Gorman, PC</a>	Contained in Exhibit 5
23.2	<a href="#">Consent of Independent Registered Public Accounting Firm</a>	Attached as Exhibit 23.2
24	<a href="#">Power of Attorney</a>	Contained on Signature Page

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- \* Incorporated by reference to Exhibit 4 to the Registration Statement on Form 8-K-12g3 (Commission File No. 000-50275), originally filed by the Company under the Exchange Act with the Commission on May 1, 2003, and all amendments or reports filed for the purpose of updating such description.
- \*\* Incorporated by reference to Appendix A to the proxy statement for the Annual Meeting of Stockholders of BCB Bancorp, Inc. (File No. 000-50275), filed by the Company under the Exchange Act on March 26, 2018.

## Item 9. Undertakings

The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to the Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;
2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof;
3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;
4. That, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof;
5. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and
6. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

**The Registrant.** Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bayonne, New Jersey, on May 14, 2018.

**BCB BANCORP, INC.**

By: /s/Thomas M. Coughlin  
Thomas M. Coughlin  
President and Chief Executive Officer  
(Duly Authorized Representative)

**POWER OF ATTORNEY**

We, the undersigned directors and officers of BCB Bancorp, Inc. (the "Company") hereby severally constitute and appoint Thomas M. Coughlin, as our true Thomas M. Coughlin may deem necessary or advisable to enable the Company to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with the registration of shares of common stock to be issued upon the exercise of stock options and the award of restricted stock under the BCB Bancorp, Inc. 2018 Equity Incentive Plan, including specifically, but not limited to, power and authority to sign for us in our names in the capacities indicated below the registration statement and any and all amendments (including post-effective amendments) thereto; and we hereby approve, ratify and confirm all that said Thomas M. Coughlin shall do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act, this Registration Statement on Form S-8 has been signed by the following persons in the capacities and on the date indicated.

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/Thomas M. Coughlin</u> Thomas M. Coughlin	President, Chief Executive Officer and Director (Principal Executive Officer)	May 14, 2018
<u>/s/Thomas P. Keating</u> Thomas P. Keating, C.P.A.	Chief Financial Officer (Principal Financial and Accounting Officer)	May 14, 2018
<u>/s/Mark D. Hogan</u> Mark D. Hogan, C.P.A.	Chairman	May 14, 2018

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<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/Robert Ballance</u> Robert Ballance	Director	May 14, 2018
<u>/s/Judith Q. Bielan, Esq.</u> Judith Q. Bielan, Esq.	Director	May 14, 2018
<u>/s/Joseph J. Brogan</u> Joseph J. Brogan	Director	May 14, 2018
<u>/s/James E. Collins</u> James E. Collins	Director	May 14, 2018
<u>/s/Vincent DiDomenico, Jr.</u> Vincent DiDomenico, Jr.	Director	May 14, 2018
<u>/s/Dr. August Pellegrini, Jr.</u> Dr. August Pellegrini, Jr.	Director	May 14, 2018
<u>/s/James G. Rizzo</u> James G. Rizzo	Director	May 14, 2018
<u>/s/Gary S. Stetz</u> Gary S. Stetz	Director	May 14, 2018

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## **Section 2: EX-5 (OPINION OF LUSE GORMAN, PC)**

**EXHIBIT 5**

**LUSE GORMAN, PC  
ATTORNEYS AT LAW**

**5335 WISCONSIN AVENUE, N.W., SUITE 780  
WASHINGTON, D.C. 20015**

**TELEPHONE (202) 274-2000  
FACSIMILE (202) 362-2902  
www.luselaw.com**

May 14, 2018

Board of Directors  
BCB Bancorp, Inc.  
595 Avenue C  
Bayonne, NJ 07002

**Re: BCB Bancorp, Inc. - Registration Statement on Form S-8**

Members of the Board of Directors:

You have requested the opinion of this firm as to certain matters in connection with the registration of 1,000,000 shares of common stock, no par value per share (the "Shares"), of BCB Bancorp, Inc. (the "Company") to be issued pursuant to the BCB Bancorp, Inc. 2018 Equity Incentive Plan (the "Equity Plan").

In rendering the opinion expressed herein, we have reviewed the Certificate of Incorporation of the Company, the Equity Plan, the Company's Registration Statement on Form S-8 (the "Form S-8"), as well as resolutions of the board of directors of the Company and applicable statutes and regulations governing the Company. We have assumed the authenticity, accuracy and completeness of all documents in connection with the opinion expressed herein. We have also assumed the legal capacity and genuineness of the signatures of persons signing all documents in connection with which the opinions expressed herein are rendered.

Based on the foregoing, we are of the following opinion:

Following the effectiveness of the Form S-8, the Shares of the Company, when issued in accordance with the terms and conditions of the Equity Plan, will be legally issued, fully paid and non-assessable.

This opinion has been prepared solely for the use of the Company in connection with the preparation and filing of the Form S-8, and shall not be used for any other purpose or relied upon by any other person without the prior express written consent of this firm. We hereby consent to the use of this opinion in the Form S-8.

Very truly yours,

/s/Luse Gorman, PC  
LUSE GORMAN, PC

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## Section 3: EX-10.2 (BCB BANCORP, INC. 2018 EQUITY INCENTIVE PLAN)

EXHIBIT 10.2

### STOCK OPTION

Granted by

**BCB BANCORP, INC.**

under the

**BCB BANCORP, INC.  
2018 EQUITY INCENTIVE PLAN**

This stock option agreement ("**Option**" or "**Agreement**") is and will be subject in every respect to the provisions of the 2018 Equity Incentive Plan (the "**Plan**") of BCB Bancorp, Inc. (the "**Company**") which are incorporated herein by reference and made a part hereof, subject to the provisions of this Agreement. A copy of the Plan has been provided to each person granted a stock option pursuant to the Plan. The holder of this Option (the "**Participant**") hereby accepts this Option, subject to all the terms and provisions of the Plan and this Agreement, and agrees that all decisions under and interpretations of the Plan and this Agreement by the Compensation Committee of the Board of Directors of the Company ("**Committee**") will be final, binding and conclusive upon the Participant and the Participant's heirs, legal representatives, successors and permitted assigns. Except where the context otherwise requires, the term "Company" will include the parent and all present and future subsidiaries of the Company as defined in Section 424(e) and 424(f) of the Internal Revenue Code of 1986, as amended from time to time (the "**Code**"). Capitalized terms used herein but not defined will have the same meaning as in the Plan.

1. **Name of Participant.** \_\_\_\_\_
2. **Date of Grant.** \_\_\_\_\_
3. **Total number of shares of Company common stock, \$0.01 par value per share, that may be acquired pursuant to this Option.**

(subject to adjustment pursuant to Section 10 hereof).

- This is an Incentive Stock Option ("**ISO**") to the maximum extent permitted under Code Section 422(d).



4. **Exercise price per share.** \$ \_\_\_\_\_  
(subject to adjustment pursuant to Section 10 below)

5. **Expiration Date of Option.** \_\_\_\_\_, 20\_\_

6. **Vesting Schedule.** Except as otherwise provided in this Agreement, this Option first becomes exercisable, subject to the Option's expiration date, in accordance with the vesting schedule specified herein.

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The Options granted under this Agreement shall vest in \_\_\_ (\_\_) equal annual installments, with the first installment becoming exercisable on the first anniversary of the date of grant, or \_\_\_\_\_, 20\_\_\_, and succeeding installments on each anniversary thereafter, through \_\_\_\_\_, 20\_\_\_. To the extent the Options awarded to me are not equally divisible by "\_\_\_," any excess Options shall vest on \_\_\_\_\_, 20\_\_.

This Option may not be exercised at any time on or after the Option's expiration date. Unless otherwise provided by action of the Committee in accordance with the Plan, this Option will vest pursuant to Section 2.9 of the Plan in the event of death, Disability and pursuant to Section 4.1 of the Plan in the event of Involuntary Termination following a Change in Control.

7. **Exercise Procedure.**

7.1 **Delivery of Notice of Exercise of Option.** This Option will be exercised in whole or in part by the Participant's delivery to the Company of written notice (the "**Notice of Exercise of Option**" attached hereto as Exhibit A) setting forth the number of shares with respect to which this Option is to be exercised, together with payment by cash or other means acceptable to the Committee, including:

- Cash or personal, certified or cashier's check in full/partial payment of the purchase price.
- Stock of the Company in full/partial payment of the purchase price.
- By a net settlement of the Option, using a portion of the shares obtained on exercise in payment of the exercise price of the Option (and, if applicable, any required tax withholding).
- By selling shares from my Option shares through a broker in full/partial payment of the purchase price.

7.2 "**Fair Market Value**" shall have the meaning set forth in Section 8.1(r) of the Plan.

8. **Delivery of Shares.**

8.1 **Delivery of Shares.** Delivery of shares of Common Stock upon the exercise of this Option will comply with all applicable laws (including the requirements of the Securities Act) and the applicable requirements of any securities exchange or similar entity.

9. **Change in Control.**

9.1 In the event of the Participant's Involuntary Termination following a Change in Control, all Options held by the Participant, whether or not exercisable at such time, will become fully exercisable, subject to the expiration provisions otherwise applicable to the Option.

9.2 A "**Change in Control**" will be deemed to have occurred as provided in Section 4.2 of the Plan.

10. **Adjustment Provisions.**

This Option, including the number of shares subject to the Option and the exercise price, will be adjusted upon the occurrence of the events specified in, and in accordance with the provisions of Section 3.4 of the Plan.

11. **Termination of Option and Accelerated Vesting.**

This Option will terminate upon the expiration date, except as set forth in the following provisions:

- (i) **Death.** In the event of the Participant's Termination of Service by reason of the Participant's death, vesting of unvested Stock Options shall be prorated, based on the period of the Participant's active employment during the vesting period at the date of Participant's Termination of Service by reason of death. This Option may thereafter be exercised by the Participant's legal representative or beneficiaries for a period of one (1) year from the date of death, subject to termination on the expiration date of this Option, if earlier.
- (ii) **Disability.** In the event of the Participant's Termination of Service by reason of Disability, vesting of unvested Stock Options shall be prorated, based on the period of the Participant's active employment during the vesting period at the date of Participant's Termination of Service by reason of Disability. This Option may thereafter be exercised for a period of one (1) year from the date of such Termination of Service by reason of Disability, subject to termination on the Option's expiration date, if earlier.
- (iii) **Retirement.** In the event of the Participant's Termination of Service by reason of the Participant's Retirement, vesting of unvested Stock Options shall be prorated, based on the period of the Participant's active employment during the vesting period at the date of Participant's Termination of Service by reason of Retirement, provided, however, that such vesting shall comply with Section 2.6 of the Plan. "Retirement" shall have the meaning set forth in Section 8.1(cc) of the Plan. This Option may thereafter be exercised for a period of one (1) year from the date of such Termination of Service by reason of Retirement, subject to termination on the Option's expiration date, if earlier; provided, however, that Options exercised more than three (3) months following Retirement will not receive ISO treatment.
- (iv) **Termination for Cause.** If the Participant's Service has been terminated for Cause, all Options that have not been exercised will expire and be forfeited.

- (v) **Other Termination.** If the Participant's Service terminates for any reason other than due to death, Disability, Retirement, Involuntary Termination following a Change in Control or for Cause, this Option may thereafter be exercised, to the extent it was exercisable at the time of such termination, for a period of three (3) months following termination, subject to termination on the Option's expiration date, if earlier.

12. **Miscellaneous.**

- 12.1 No Option will confer upon the Participant any rights as a stockholder of the Company prior to the date on which the individual fulfills all conditions for receipt of such rights.
- 12.2 This Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and the Participant.
- 12.3 Except as otherwise provided by the Committee, ISOs under the Plan are not transferable except (1) as designated by the Participant by will or by the laws of descent and distribution, (2) to a trust established by the Participant, or (3) between spouses incident to a divorce or pursuant to a domestic relations order, provided, however, that in the case of a transfer described under (3), the Option will not qualify as an ISO as of the day of such transfer.
- 12.4 This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.
- 12.5 This Agreement is subject to all laws, regulations and orders of any governmental authority which may be applicable thereto and, notwithstanding any of the provisions hereof, the Participant agrees that he will not exercise the Option granted hereby nor will the Company be obligated to issue any shares of stock hereunder if the exercise thereof or the issuance of such shares, as the case may be, would constitute a violation by the Participant or the Company of any such law, regulation or order or any provision thereof.
- 12.6 The granting of this Option does not confer upon the Participant any right to be retained in the employ of the Company or any subsidiary.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf as of the date of grant of this Option set forth above.

**BCB BANCORP, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**PARTICIPANT'S ACCEPTANCE**

The undersigned hereby accepts the foregoing Option and agrees to the terms and conditions hereof, including the terms and provisions of the 2018 Equity Incentive Plan. The undersigned hereby acknowledges receipt of a copy of the Company's 2018 Equity Incentive Plan.

**PARTICIPANT**

\_\_\_\_\_

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**EXHIBIT A**  
**NOTICE OF EXERCISE OF OPTION**

I hereby exercise the stock option (the "Option") granted to me by BCB Bancorp, Inc. (the "Company") or its affiliate, subject to all the terms and provisions set forth in the Stock Option Agreement (the "Agreement") and the BCB Bancorp, Inc. 2018 Equity Incentive Plan (the "Plan") referred to therein, and notify you of my desire to purchase \_\_\_\_\_ shares of common stock of the Company ("Common Stock") for a purchase price of \$\_\_\_\_\_ per share.

I elect to pay the exercise price by:

\_\_\_ Cash or personal, certified or cashier's check in the sum of \$\_\_\_\_\_, in full/partial payment of the purchase price.

\_\_\_ Stock of the Company with a fair market value of \$\_\_\_\_\_ in full/partial payment of the purchase price.\*

\_\_\_ A net settlement of the Option, using a portion of the shares obtained on exercise in payment of the exercise price of the Option (and, if applicable, any required tax withholding).

\_\_\_ Selling \_\_\_\_\_ shares from my Option shares through a broker in full/partial payment of the purchase price.

I understand that after this exercise, \_\_\_\_\_ shares of Common Stock remain subject to the Option, subject to all terms and provisions set forth in the Agreement and the Plan.

I hereby represent that it is my intention to acquire these shares for the following purpose:

\_\_\_ investment

\_\_\_ resale or distribution

Please note: if your intention is to resell (or distribute within the meaning of Section 2(11) of the Securities Act of 1933) the shares you acquire through this Option exercise, the Company or transfer agent may require an opinion of counsel that such resale or distribution would not violate the Securities Act of 1933 prior to your exercise of such Option.

Date: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Participant's signature

\* If I elect to exercise by exchanging shares I already own, I will constructively return shares that I already own to purchase the new option shares. If my shares are in certificate form, I must attach a separate statement indicating the certificate number of the shares I am treating as having exchanged. If the shares are held in "street name" by a registered broker, I must provide the Company with a notarized statement attesting to the number of shares owned that will be treated as having been exchanged. I will keep the shares that I already own and treat them as if they are shares acquired by the option exercise. In addition, I will receive additional shares equal to the difference between the shares I constructively exchange and the total new option shares that I acquire.

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## **Section 4: EX-10.3 (FORM OF NON-STATUTORY STOCK OPTION AWARD AGREEMENT)**

**EXHIBIT 10.3**

**STOCK OPTION**

Granted by

**BCB BANCORP, INC.**

under the

**BCB BANCORP, INC.**  
**2018 EQUITY INCENTIVE PLAN**

This stock option agreement ("**Option**" or "**Agreement**") is and will be subject in every respect to the provisions of the 2018 Equity Incentive Plan (the "**Plan**") of BCB Bancorp, Inc. (the "**Company**") which are incorporated herein by reference and made a part hereof, subject to the provisions of this Agreement. A copy of the Plan has been provided, or made available, to each person granted a stock option pursuant to the Plan. The holder of this Option (the "**Participant**") hereby accepts this Option, subject to all the terms and provisions of the Plan and this Agreement, and agrees that all decisions under and interpretations of the Plan and this Agreement by the Compensation Committee of the Board of Directors of the Company ("**Committee**") will be final, binding and conclusive upon the Participant and the Participant's heirs, legal representatives, successors and permitted assigns. Except where the context otherwise requires, the term "Company" will include the parent and

all present and future subsidiaries of the Company as defined in Section 424(e) and 424(f) of the Internal Revenue Code of 1986, as amended from time to time (the "Code"). Capitalized terms used herein but not defined will have the same meaning as in the Plan.

1. **Name of Participant.** \_\_\_\_\_

2. **Date of Grant.** \_\_\_\_\_

3. **Total number of shares of Company common stock, \$0.01 par value per share, that may be acquired pursuant to this Option.**

\_\_\_\_\_  
(subject to adjustment pursuant to Section 10 hereof).

- This is a Non-Qualified Option.

4. **Exercise price per share.** \$ \_\_\_\_\_  
(subject to adjustment pursuant to Section 10 below)

5. **Expiration Date of Option.** \_\_\_\_\_, 20\_\_

6. **Vesting Schedule.** Except as otherwise provided in this Agreement, this Option first becomes exercisable, subject to the Option's expiration date, in accordance with the vesting schedule specified herein.

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The Options granted under this Agreement shall vest in \_\_\_ (\_\_) equal annual installments, with the first installment becoming exercisable on the first anniversary of the date of grant, or \_\_\_\_\_, 20\_\_\_, and succeeding installments on each anniversary thereafter, through \_\_\_\_\_, 20\_\_\_. To the extent the Options awarded to me are not equally divisible by "\_\_\_," any excess Options shall vest on \_\_\_\_\_, 20\_\_.

This Option may not be exercised at any time on or after the Option's expiration date. Unless otherwise provided by action of the Committee in accordance with the Plan, this Option will vest pursuant to Section 2.9 of the Plan in the event of death, Disability and pursuant to Section 4.1 of the Plan in the event of Involuntary Termination following a Change in Control.

7. **Exercise Procedure.**

7.1 **Delivery of Notice of Exercise of Option.** This Option will be exercised in whole or in part by the Participant's delivery to the Company of written notice (the "**Notice of Exercise of Option**" attached hereto as Exhibit A) setting forth the number of shares with respect to which this Option is to be exercised, together with payment by cash or other means acceptable to the Committee, including:

- Cash or personal, certified or cashier's check in full/partial payment of the purchase price.
- Stock of the Company in full/partial payment of the purchase price.
- By a net settlement of the Option, using a portion of the shares obtained on exercise in payment of the exercise price of the Option (and, if applicable, any required tax withholding).
- By selling shares from my Option shares through a broker in full/partial payment of the purchase price.

7.2 "**Fair Market Value**" shall have the meaning set forth in Section 8.1(r) of the Plan.

8. **Delivery of Shares.**

8.1 **Delivery of Shares.** Delivery of shares of Common Stock upon the exercise of this Option will comply with all applicable laws (including the requirements of the Securities Act) and the applicable requirements of any securities exchange or similar entity.

9. **Change in Control.**

9.1 In the event of the Participant's Involuntary Termination following a Change in Control, all Options held by the Participant, whether or not exercisable at such time, will become fully exercisable, subject to the expiration provisions otherwise applicable to the Option.



9.2 A "**Change in Control**" will be deemed to have occurred as provided in Section 4.2 of the Plan.

10. **Adjustment Provisions.**

This Option, including the number of shares subject to the Option and the exercise price, will be adjusted upon the occurrence of the events specified in, and in accordance with the provisions of Section 3.4 of the Plan.

11. **Termination of Option and Accelerated Vesting.**

This Option will terminate upon the expiration date, except as set forth in the following provisions:

- (i) **Death.** In the event of the Participant's Termination of Service by reason of the Participant's death, vesting of unvested Stock Options shall be prorated, based on the period of the Participant's active employment or active service as a director during the vesting period at the date of Participant's Termination of Service by reason of death. This Option may thereafter be exercised by the Participant's legal representative or beneficiaries for a period of one (1) year from the date of death, subject to termination on the expiration date of this Option, if earlier.
- (ii) **Disability.** In the event of the Participant's Termination of Service by reason of Disability, vesting of unvested Stock Options shall be prorated, based on the period of the Participant's active employment or active service as a director during the vesting period at the date of Participant's Termination of Service by reason of Disability. This Option may thereafter be exercised for a period of one (1) year from the date of such Termination of Service by reason of Disability, subject to termination on the Option's expiration date, if earlier.
- (iii) **Retirement.** In the event of the Participant's Termination of Service by reason of the Participant's Retirement, vesting of unvested Stock Options shall be prorated, based on the period of the Participant's active employment or active service as a director during the vesting period at the date of Participant's Termination of Service by reason of Retirement, provided, however, that such vesting shall comply with Section 2.6 of the Plan. "Retirement" shall have the meaning set forth in Section 8.1(cc) of the Plan. This Option may thereafter be exercised for a period of one (1) year from the date of such Termination of Service by reason of Retirement, subject to termination on the Option's expiration date, if earlier.
- (iv) **Termination for Cause.** If the Participant's Service has been terminated for Cause, all Options that have not been exercised will expire and be forfeited.

- (v) **Other Termination.** If the Participant's Service terminates for any reason other than due to death, Disability, Retirement, Involuntary Termination following a Change in Control or for Cause, this Option may thereafter be exercised, to the extent it was exercisable at the time of such termination, for a period of three (3) months following termination, subject to termination on the Option's expiration date, if earlier.

12. **Miscellaneous.**

- 12.1 No Option will confer upon the Participant any rights as a stockholder of the Company prior to the date on which the individual fulfills all conditions for receipt of such rights.
- 12.2 This Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and the Participant.
- 12.3 In the discretion of the Committee, a non-qualified Option granted under the Plan may be transferable by the Participant, provided, however, that such transfers will be limited to Immediate Family Members of Participants, trusts and partnerships established for the primary benefit of such family members or to charitable organizations, and provided, further, that such transfers are not made for consideration to the Participant.
- 12.4 This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.
- 12.5 This Agreement is subject to all laws, regulations and orders of any governmental authority which may be applicable thereto and, notwithstanding any of the provisions hereof, the Participant agrees that he or she will not exercise the Option granted hereby nor will the Company be obligated to issue any shares of stock hereunder if the exercise thereof or the issuance of such shares, as the case may be, would constitute a violation by the Participant or the Company of any such law, regulation or order or any provision thereof.
- 12.6 The granting of this Option does not confer upon the Participant any right to be retained in the service of the Company or any subsidiary.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf as of the date of grant of this Option set forth above.

**BCB BANCORP, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**PARTICIPANT'S ACCEPTANCE**

The undersigned hereby accepts the foregoing Option and agrees to the terms and conditions hereof, including the terms and provisions of the 2018 Equity Incentive Plan. The undersigned hereby acknowledges receipt of a copy of the Company's 2018 Equity Incentive Plan.

**PARTICIPANT**

\_\_\_\_\_

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**EXHIBIT A**  
**NOTICE OF EXERCISE OF OPTION**

I hereby exercise the stock option (the "Option") granted to me by BCB Bancorp, Inc. (the "Company") or its affiliate, subject to all the terms and provisions set forth in the Stock Option Agreement (the "Agreement") and the BCB Bancorp, Inc. 2018 Equity Incentive Plan (the "Plan") referred to therein, and notify you of my desire to purchase \_\_\_\_\_ shares of common stock of the Company ("Common Stock") for a purchase price of \$\_\_\_\_\_ per share.

I elect to pay the exercise price by:

- \_\_\_ Cash or personal, certified or cashier's check in the sum of \$\_\_\_\_\_, in full/partial payment of the purchase price.
- \_\_\_ Stock of the Company with a fair market value of \$\_\_\_\_\_ in full/partial payment of the purchase price.\*
- \_\_\_ A net settlement of the Option, using a portion of the shares obtained on exercise in payment of the exercise price of the Option (and, if applicable, any required tax withholding).
- \_\_\_ Selling \_\_\_\_\_ shares from my Option shares through a broker in full/partial payment of the purchase price.

I understand that after this exercise, \_\_\_\_\_ shares of Common Stock remain subject to the Option, subject to all terms and provisions set forth in the Agreement and the Plan.

I hereby represent that it is my intention to acquire these shares for the following purpose:

- \_\_\_ investment
- \_\_\_ resale or distribution

Please note: if your intention is to resell (or distribute within the meaning of Section 2(11) of the Securities Act of 1933) the shares you acquire through this Option exercise, the Company or transfer agent may require an opinion of counsel that such resale or distribution would not violate the Securities Act of 1933 prior to your exercise of such Option.

Date: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Participant's signature

\* If I elect to exercise by exchanging shares I already own, I will constructively return shares that I already own to purchase the new option shares. If my shares are in certificate form, I must attach a separate statement indicating the certificate number of the shares I am treating as having exchanged. If the shares are held in "street name" by a registered broker, I must provide the Company with a notarized statement attesting to the number of shares owned that will be treated as having been exchanged. I will keep the shares that I already own and treat them as if they are shares acquired by the option exercise. In addition, I will receive additional shares equal to the difference between the shares I constructively exchange and the total new option shares that I acquire.

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## **Section 5: EX-10.4 (FORM OF RESTRICTED STOCK AWARD AGREEMENT)**

**EXHIBIT 10.4**

**RESTRICTED STOCK AWARD**

Granted by

**BCB BANCORP, INC.**

under the

**BCB BANCORP, INC.**  
**2018 EQUITY INCENTIVE PLAN**

This restricted stock agreement ("**Restricted Stock Award**" or "**Agreement**") is and will be subject in every respect to the provisions of

the 2018 Equity Incentive Plan (the "**Plan**") of BCB Bancorp, Inc. (the "**Company**") which are incorporated herein by reference and made a part hereof, subject to the provisions of this Agreement. A copy of the Plan has been provided or made available to each person granted a Restricted Stock Award pursuant to the Plan. The holder of this Restricted Stock Award (the "**Participant**") hereby accepts this Restricted Stock Award, subject to all the terms and provisions of the Plan and this Agreement, and agrees that all decisions under and interpretations of the Plan and this Agreement by the Compensation Committee of the Board of Directors of the Company ("**Committee**") will be final, binding and conclusive upon the Participant and the Participant's heirs, legal representatives, successors and permitted assigns. Except where the context otherwise requires, the term "Company" will include the parent and all present and future subsidiaries of the Company as defined in Section 424(e) and 424(f) of the Internal Revenue Code of 1986, as amended from time to time (the "**Code**"). Capitalized terms used herein but not defined will have the same meaning as in the Plan.

**Name of Participant.** \_\_\_\_\_

**Date of Grant.** \_\_\_\_\_, 20\_\_.

**Total number of shares of Company common stock, \$0.01 par value per share, covered by the Restricted Stock Award.**  
(subject to adjustment pursuant to Section 9 hereof).

**Vesting Schedule.** Except as otherwise provided in this Agreement, this Restricted Stock Award first becomes earned in accordance with the vesting schedule specified herein.

The Restricted Stock granted under this Agreement shall vest in \_\_\_ (\_\_) equal annual installments, with the first installment becoming exercisable on the first anniversary of the date of grant, or \_\_\_\_\_, 20\_\_, and succeeding installments on each anniversary thereafter, through \_\_\_\_\_, 20\_\_. To the extent the Restricted Stock Awards awarded to me are not equally divisible by "\_\_\_," any excess Restricted Stock Awards shall vest on \_\_\_\_\_, 20\_\_.

Unless otherwise provided by action of the Committee in accordance with the Plan, the Restricted Stock Award will vest pursuant to Section 2.9 of the Plan in the event of death, Disability and pursuant to Section 4.1 of the Plan in the event of Involuntary Termination following a Change in Control.

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5. **Grant of Restricted Stock Award.**

The Restricted Stock Award will be in the form of issued and outstanding shares of Stock that will be either registered in the name of the Participant and held by the Company, together with a stock power executed by the Participant in favor of the Company, pending the vesting or forfeiture of the Restricted Stock, or registered in the name of, and delivered to, the Participant. Notwithstanding the foregoing, the Company may in its sole discretion, issue Restricted Stock in any other format (e.g., electronically) in order to facilitate the paperless transfer of such Awards.

If certificated, the certificates evidencing the Restricted Stock Award will bear a legend restricting the transferability of the Restricted Stock. The Restricted Stock awarded to the Participant will not be sold, encumbered hypothecated or otherwise transferred except in accordance with the terms of the Plan and this Agreement.

6. **Terms and Conditions.**

6.1 The Participant will have the right to vote the shares of Restricted Stock awarded hereunder on matters which require stockholder vote.

6.2 Any cash dividends or distributions declared with respect to shares of Stock subject to the Restricted Stock Award will be distributed to the Participant to the Participant within thirty (30) days following the vesting date.

7. **Delivery of Shares.**

Delivery of shares of Stock under this Restricted Stock Award will comply with all applicable laws (including, the requirements of the Securities Act), and the applicable requirements of any securities exchange or similar entity.

8. **Change in Control.**

8.1 In the event of the Participant's Involuntary Termination following a Change in Control, all Restricted Stock Awards held by the Participant will become fully vested.

8.2 A "**Change in Control**" will be deemed to have occurred as provided in Section 4.2 of the Plan.

9. **Adjustment Provisions.**

This Restricted Stock Award, including the number of shares subject to the Restricted Stock Award, will be adjusted upon the occurrence of the events specified in, and in accordance with the provisions of, Section 3.4 of the Plan.

10. **Effect of Termination of Service on Restricted Stock Award.**

10.1 This Restricted Stock Award will vest as follows:

**Death.** In the event of the Participant's Termination of Service by reason of the Participant's death, vesting of unvested shares of Restricted Stock shall be prorated, based on the period of the Participant's active employment or active service as a director during the vesting period at the date of Participant's Termination of Service by reason of death.

**Disability.** In the event of the Participant's Termination of Service by reason of Disability, vesting of unvested shares of Restricted Stock shall be prorated, based on the period of the Participant's active employment or active service as a director during the vesting period at the date of Participant's Termination of Service by reason of Disability.

**Retirement.** In the event of the Participant's Termination of Service by reason of the Participant's Retirement, vesting of unvested shares of Restricted Stock shall be prorated, based on the period of the Participant's active employment or active service as a director during the vesting period at the date of Participant's Termination of Service by reason of Retirement, provided, however, that such vesting shall comply with Section 2.6 of the Plan. "Retirement" shall have the meaning set forth in Section 8.1(cc) of the Plan.

**Termination for Cause.** If the Participant's Service has been terminated for Cause, all Restricted Stock granted to a Participant that has not vested will expire and be forfeited.

**Other Termination.** If a Participant terminates Service for any reason other than due to death, Disability, Retirement, Involuntary Termination following a Change in Control or for Cause, all shares of Restricted Stock awarded to the Participant which have not vested as of the date of Termination of Service will expire and be forfeited.

11. **Miscellaneous.**

11.1 No Restricted Stock Award will confer upon the Participant any rights as a stockholder of the Company prior to the date on which the individual fulfills all conditions for receipt of such rights.

11.2 This Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and the Participant.

11.3 Restricted Stock Awards are not transferable prior to the time such Awards vest in the Participant.

11.4 This Restricted Stock Award will be governed by and construed in accordance with the laws of the State of New Jersey.

11.5 This Restricted Stock Award is subject to all laws, regulations and orders of any governmental authority which may be applicable thereto and, notwithstanding any of the provisions hereof, the Company will not be obligated to issue any shares of stock hereunder if the issuance of such shares would constitute a violation of any such law, regulation or order or any provision thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf as of the date of grant of this Restricted Stock Award set forth above.

**BCB BANCORP, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**PARTICIPANT'S ACCEPTANCE**

The undersigned hereby accepts the foregoing Restricted Stock Award and agrees to the terms and conditions hereof, including the terms and provisions of the 2018 Equity Incentive Plan. The undersigned hereby acknowledges receipt of a copy of the Company's 2018 Equity Incentive Plan.

**PARTICIPANT**

\_\_\_\_\_

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**Section 6: EX-23.2 (CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM)**

**EXHIBIT 23.2**

**Consent of Independent Registered Public Accounting Firm**

Board of Directors and Shareholders  
BCB Bancorp, Inc.

We hereby consent to the incorporation by reference in this Form S-8 Registration Statement of our report dated March 6, 2018, relating to the consolidated financial statements of BCB Bancorp, Inc. as of December 31, 2017 and 2016 and for each of the years in the three-year period ended December 31, 2017, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2017.

/s/Baker Tilly Virchow Krause, LLP

Iselin, New Jersey  
May 11, 2018

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