Section 1: S-8 (DIME COMMUNITY BANCSHARES, INC. FORM S-8 JUNE 29, 2020)

As filed with the Securities and Exchange Commission on June 29, 2020

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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Dime Community Bancshares, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of Incorporation or Organization)

300 Cadman Plaza, 8th Floor
Brooklyn, New York 11201
(Address of Principal Executive Offices)

Dime Community Bancshares, Inc. 2020 Equity Incentive Plan
(Full Title of the Plan)

Copies to:

Kenneth J. Mahon
Chief Executive Officer
Dime Community Bancshares, Inc.
300 Cadman Plaza, 8th Floor
Brooklyn, New York 11201
(718) 782-6200
(Name, Address and Telephone Number of Agent for Service)

Marc P. Levy, Esquire
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 ☐
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 7(a)(2)(B) of the Securities Act. ☐
CALCULATION OF REGISTRATION FEE

<table>
<thead>
<tr>
<th>Title of Securities to be Registered</th>
<th>Amount to be Registered</th>
<th>Proposed Maximum Offering Price Per Share</th>
<th>Proposed Maximum Aggregate Offering Price</th>
<th>Amount of Registration Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common stock, par value $0.01 per share</td>
<td>1,300,000(1)</td>
<td>$12.76(2)</td>
<td>$16,588,000.00</td>
<td>$2,154.00</td>
</tr>
</tbody>
</table>

(1) Represents the maximum number of shares of the registrant’s common stock, par value $0.01 (“Common Stock”) reserved for issuance under the Dime Community Bancshares, Inc. 2020 Equity Incentive Plan (the “Equity Plan”). Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this registration statement also covers additional shares that may become issuable under the Equity Plan by reason of certain corporate transactions, or events, including any stock split, stock dividend or similar adjustment of the outstanding common stock of Dime Community Bancshares, Inc. (the “Company”), pursuant to Rule 416(a) under the Securities Act.

(2) Computed in accordance with Rule 457(h) under the Securities Act and based upon the high and low sales price of the Company’s Common Stock as reported on the NASDAQ Global Market on June 24, 2020.

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.

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 and II 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 fiscal year ended December 31, 2019 (File No. 001-39211), filed with the Commission on March 12, 2020 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 fiscal 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 Registration Statement on Form 8-A filed with the Commission on April 15, 1998 (File No. 000-27782).

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.

Item 6. Indemnification of Directors and Officers

Articles IX and XX of the Certificate of Incorporation of the Company (for purposes of this Item 6, the Company shall be referred to as “Corporation”) set forth circumstances under which directors, officers, employees and agents of the Corporation may be insured or indemnified against liability which they incur in their capacities as such:

ARTICLE IX

LIMITATION OF DIRECTOR LIABILITY

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is expressly prohibited by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended.

Any amendment, termination or repeal of this Article IX or any provisions hereof shall not adversely affect or diminish in any way any right or protection of a director of the Corporation existing with respect to any act or omission occurring prior to the time of the final adoption of such amendment, termination or repeal.

In addition to any requirements of law or of any other provisions of this Certificate of Incorporation, the affirmative vote of the holders of not less than eighty percent (80%) of the total number of votes eligible to be cast by the holders of all outstanding shares of Capital Stock entitled to vote thereon shall be required to amend, alter, rescind or repeal any provision of this Article IX.

ARTICLE X

INDEMNIFICATION

Section 1. Actions, Suits or Proceedings Other than by or in the Right of the Corporation. To the fullest extent permitted by the General Corporation Law of the State of Delaware, the Corporation shall indemnify any person who is or was or has agreed to become a director or officer of the Corporation who was or is made a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was or has agreed to become a director or officer of the Corporation, or by reason of any action alleged to have been taken or omitted in such capacity, and the Corporation may indemnify any other person who is or was or has agreed to become an employee or agent of the Corporation who was or is made a party to or is
threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigatory (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was or has agreed to become an employee or agent of the Corporation, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges, expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Notwithstanding anything contained in this Article X, the Corporation shall not be obligated to indemnify any director or officer in connection with an action, suit or proceeding, or part thereof, initiated by such person against the Corporation unless such action, suit or proceeding, or part thereof, was authorized or consented to by the Board of Directors.

Section 2. Actions or Suits by or in the Right of the Corporation. To the fullest extent permitted by the General Corporation Law of the State of Delaware, the Corporation shall indemnify any person who is or was or has agreed to become a director or officer of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was or has agreed to become a director or officer of the Corporation, or by reason of any action alleged to have been taken or omitted in such capacity, and the Corporation may indemnify any other person who is or was or has agreed to become an employee or agent of the Corporation who was or is made a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was or has agreed to become an employee or agent of the Corporation, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges and expenses (including attorneys’ fees) actually and reasonably incurred by him or her or on his or her behalf in connection with the defense or settlement of such action or suit and any appeal therefrom, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, except no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such costs, charges and expenses which the Court of Chancery or such other court shall deem proper. Notwithstanding anything contained in this Article X, the Corporation shall not be obligated to indemnify any director or officer in connection with an action or suit, or part thereof, initiated by such person against the Corporation unless such action or suit, or part thereof, was authorized or consented to by the Board of Directors.

Section 3. Indemnification for Costs, Charges and Expenses of a Successful Party. To the extent that a director, officer, employee or agent of the Corporation has been successful, on the merits or otherwise (including, without limitation, the dismissal of an action without prejudice), in defense of any action, suit or proceeding referred to in Section 1 or 2 of this Article X, or in defense of any claim, issue or matter therein, such person shall be indemnified against all costs, charges and expenses (including attorneys’ fees) actually and reasonably incurred by such person or on such person’s behalf in connection therewith.

Section 4. Indemnification for Expenses of a Witness. To the extent that any person who is or was or has agreed to become a director or officer of the Corporation is made a witness to any action, suit or proceeding to which he or she is not a party by reason of the fact
that he or she was, is or has agreed to become an employee or agent of the Corporation, or is or was serving or has agreed to serve as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, at the written request of the Corporation, such person may be indemnified against all costs, charges and expenses actually and reasonably incurred by such person or on such person's behalf in connection therewith.

Section 5. Determination of Right to Indemnification. Any indemnification under Section 1 or 2 of this Article X (unless ordered by a court) shall be made, if at all, by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 or 2 of this Article X. Any indemnification under Section 4 of this Article X (unless ordered by a court) shall be made, if at all, by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances. Such determinations shall be made by (a) a majority vote of directors who were not parties to such action, suit or proceeding even though less than a quorum of the Board of Directors, or (b) if there are no such directors, or if such directors so direct, by independent counsel in a written opinion or (c) by the shareholders of the Corporation. To obtain indemnification under this Article X, any person referred to in Section 1, 2, 3 or 4 of this Article X shall submit to the Corporation a written request, including therewith such documents as are reasonably available to such person and are reasonably necessary to determine whether and to what extent such person is entitled to indemnification.

Section 6. Advancement of Costs, Charges and Expenses. Costs, charges and expenses (including attorneys’ fees) incurred by or on behalf of a director or officer in defending a civil or criminal action, suit or proceeding referred to in Section 1 or 2 of this Article X shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding; provided, however, that the payment of such costs, charges and expenses incurred by or on behalf of a director or officer in advance of the final disposition of such action, suit or proceeding shall be made only upon receipt of a written undertaking by or on behalf of the director or officer to repay all amounts so advanced in the event that it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Corporation as authorized in this Article X or by law. No security shall be required for such undertaking and such undertaking shall be accepted without reference to the recipient’s financial ability to make repayment. The majority of the directors who were not parties to such action, suit or proceeding may, upon approval of such director or officer of the Corporation, authorize the Corporation’s counsel to represent such person, in any action, suit or proceeding, whether or not the Corporation is a party to such action, suit or proceeding.

Section 7. Procedure for Indemnification. Any indemnification under Section 1, 2, 3 or 4 of this Article X or advancement of costs, charges and expenses under Section 6 of this Article X shall be made promptly, and in any event within sixty (60) days (except indemnification to be determined by shareholders which will be determined at the next annual meeting of shareholders), upon the written request of the director or officer. The right to indemnification or advancement of expenses as granted by this Article X shall be enforceable by the director, officer, employee or agent in any court of competent jurisdiction, if the Corporation denies such request, in whole or in part, or if no disposition of such request is made within sixty (60) days of the request. Such person’s costs, charges and expenses incurred in connection with successfully establishing his or her right to indemnification or advancement, to the extent successful, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for the advancement of costs, charges and expenses under Section 6 of this Article X where the required undertaking, if any, has been received by the Corporation) that the claimant has not met the standard of conduct set forth in Section 1 or 2 of this Article X, nor the fact that there has been an actual determination by the Corporation (including its directors, its independent legal counsel and its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 or 2 of this Article X, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its directors, its independent legal counsel and its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 8. Settlement. The Corporation shall not be obligated to reimburse the costs, charges and expenses of any settlement to which it has not agreed. If in any action, suit or proceeding (including any appeal) within the scope of Section 1 or 2 of this Article X, the person to be indemnified shall have unreasonably failed to enter into a settlement thereof offered or assented to by the opposing party or parties in such action, suit or proceeding, then, notwithstanding any other provision of this Article X, the indemnification obligation of the
Corporation to such person in connection with such action, suit or proceeding shall not exceed the total of the amount at which settlement could have been made and the expenses incurred by or on behalf of such person prior to the time such settlement could reasonably have been effected.

Section 9. Other Rights; Continuation of Right to Indemnification; Individual Contracts. The indemnification and advancement of costs, charges and expenses provided by or granted pursuant to this Article X shall not be deemed exclusive of any other rights to which those persons seeking indemnification or advancement of costs, charges and expenses may be entitled under law (common or statutory) or any Bylaw, agreement, policy of indemnification insurance or vote of shareholders or directors or otherwise, both as to action in his or her official capacity and as to action in any other capacity while holding office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the legatees, heirs, distributees, executors and administrators of such person. Nothing contained in this Article X shall be deemed to prohibit the Corporation from entering into, and the Corporation is specifically authorized to enter into, agreements with directors, officers, employees and agents providing indemnification rights and procedures different from those set forth herein. All rights to indemnification under this Article X shall be deemed to be a contract between the Corporation and each director, officer, employee or agent of the Corporation who serves or served in such capacity at any time while this Article X is in effect.

Section 10. Savings Clause. If this Article X or any portion shall be invalidated on any ground by any court of competent jurisdiction, the Corporation shall nevertheless indemnify each director or officer, and may indemnify each employee or agent, of the Corporation as to any costs, charges, expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Corporation), to the full extent permitted by any applicable portion of this Article X that shall not have been invalidated and to the full extent permitted by applicable law.

Section 11. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was a director, officer, employee or agent of the Corporation against any costs, charges or expenses, liability or loss incurred by such person in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify such person against such costs, charges or expenses, liability or loss under the Certificate of Incorporation or applicable law; provided, however, that such insurance is available on acceptable terms as determined by a vote of a majority of the Board. To the extent that any director, officer, employee or agent is reimbursed by an insurance company under an indemnification insurance policy for any costs, charges, expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement to the fullest extent permitted by any applicable portion of this Article X, the Bylaws, any agreement, the policy of indemnification insurance or otherwise, the Corporation shall not be obligated to reimburse the person to be indemnified in connection with such proceeding.

Section 12. Definitions. For purposes of this Article X, the following terms shall have the following meanings:

(a) “The Corporation” shall include any constituent corporation or entity (including any constituent of a constituent) absorbed by way of an acquisition, consolidation, merger or otherwise, which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employee or agent so that any person who is or was a director, officer, employee or agent of such constituent corporation or entity, or is or was serving at the written request of such constituent corporation or entity as a director or officer of another corporation, entity, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article X with respect to the resulting or surviving corporation or entity as he would have with respect to such constituent corporation or entity if its separate existence had continued;

(b) “Other enterprises” shall include employee benefit plans, including, but not limited to, any employee benefit plan of the Corporation;

(c) “Director or officer” of the Corporation shall include any director, officer, partner or trustee who is or was or has agreed to serve at the request of the Corporation as a director, officer, partner or trustee of another corporation, partnership, joint venture, trust or other enterprise;
(d) “Serving at the request of the Corporation” shall include any service that imposes duties on, or involves services by a director, officer, employee or agent of the Corporation with respect to an employee benefit plan, its participants or beneficiaries, including acting as a fiduciary thereof;

(e) “Fines” shall include any penalties and any excise or similar taxes assessed on a person with respect to an employee benefit plan;

(f) To the fullest extent permitted by law, person shall be deemed to have acted in “good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful,” if his or her action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to him or her by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise; and

(g) A person shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation,” as referred to in Sections 1 and 2 of this Article X if such person acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan.

**Section 13. Subsequent Amendment and Subsequent Legislation.** Neither the amendment, termination or repeal of this Article X or of relevant provisions of the General Corporation Law of the State of Delaware or any other applicable laws, nor the adoption of any provision of this Certificate of Incorporation or the Bylaws of the Corporation or of any statute inconsistent with this Article X shall eliminate, affect or diminish in any way the rights of any director, officer, employee or agent of the Corporation to indemnification under the provisions of this Article X with respect to any action, suit or proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

If the General Corporation Law of the State of Delaware is amended to expand further the indemnification permitted to directors and officers of the Corporation, then the Corporation shall indemnify such persons to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

**Item 7. Exemption From Registration Claimed.**

Not applicable.
<table>
<thead>
<tr>
<th>Exhibit Number</th>
<th>Document</th>
<th>Reference to Prior Filing or Exhibit No. Attached Hereto</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Form of Common Stock Certificate</td>
<td>*</td>
</tr>
<tr>
<td>5</td>
<td>Opinion of Luse Gorman, PC</td>
<td>Attached as Exhibit 5</td>
</tr>
<tr>
<td>10.1</td>
<td>Dime Community Bancshares, Inc. 2020 Equity Incentive Plan</td>
<td>**</td>
</tr>
<tr>
<td>10.2</td>
<td>Form of Director Time-Based Restricted Stock Award Agreement under the 2020 Equity Incentive Plan</td>
<td>Attached as Exhibit 10.2</td>
</tr>
<tr>
<td>10.3</td>
<td>Form of Non-Qualified Stock Option Agreement for Outside Directors under the 2020 Equity Incentive Plan</td>
<td>Attached as Exhibit 10.3</td>
</tr>
<tr>
<td>10.4</td>
<td>Form of Employee Time-Based Restricted Stock Award Agreement under the 2020 Equity Incentive Plan</td>
<td>Attached as Exhibit 10.4</td>
</tr>
<tr>
<td>10.5</td>
<td>Form of Employee Performance-Based Restricted Stock Award Agreement under the 2020 Equity Incentive Plan</td>
<td>Attached as Exhibit 10.5</td>
</tr>
<tr>
<td>10.6</td>
<td>Form of Incentive Stock Option Agreement under the 2020 Equity Incentive Plan</td>
<td>Attached as Exhibit 10.6</td>
</tr>
<tr>
<td>10.7</td>
<td>Form of Employee Non-Qualified Stock Option Agreement under the 2020 Equity Incentive Plan</td>
<td>Attached as Exhibit 10.7</td>
</tr>
<tr>
<td>10.8</td>
<td>Form of Time-Based Restricted Stock Unit Award Agreement under the 2020 Equity Incentive Plan</td>
<td>Attached as Exhibit 10.8</td>
</tr>
<tr>
<td>10.9</td>
<td>Form of Performance-Based Restricted Stock Unit Award Agreement under the 2020 Equity Incentive Plan</td>
<td>Attached as Exhibit 10.9</td>
</tr>
<tr>
<td>23.1</td>
<td>Consent of Luse Gorman, PC</td>
<td>Contained in Exhibit 5</td>
</tr>
<tr>
<td>23.2</td>
<td>Consent of Independent Registered Public Accounting Firm</td>
<td>Attached as Exhibit 23.2</td>
</tr>
<tr>
<td>24</td>
<td>Power of Attorney</td>
<td>Contained on Signature Page</td>
</tr>
</tbody>
</table>

* Incorporated by reference to Exhibit 4.3 to the Annual Report on Form 10-K (File No. 000-27782) filed by the Company under the Securities Act, with the Commission on September 28, 1998.

** Incorporated by reference to Appendix 2 to the proxy statement for the Annual Meeting of Shareholders of Dime Community Bancshares, Inc. (File No. 001-39211), filed by Dime Community Bancshares, Inc. under the Exchange Act on April 15, 2020.
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:

   (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

   (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) (section 230.424(b)) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fees” table in the effective registration statement;

   (iii) to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs 1(i) and 1(ii) above do not apply if the information required to be included in a post-effective amendment by these paragraphs is contained in reports filed with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this 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; and

5. 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 Securities and Exchange Commission such indemnification is against public policy as expressed in the 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 Act and will be governed by the final adjudication of such issue.
SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act, 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 on Form S-8 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Brooklyn, State of New York, on this 25th day of June, 2020.

DIME COMMUNITY BANCSHARES, INC.

By: /s/ Kenneth J. Mahon
Kenneth J. Mahon
Chief Executive Officer
(Duly Authorized Representative)

POWER OF ATTORNEY

We, the undersigned directors and officers of Dime Community Bancshares, Inc. (the “Company”) hereby severally constitute and appoint Kenneth J. Mahon, as our true and lawful attorney and agent, to do any and all things in our names in the capacities indicated below which said Kenneth J. Mahon 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 Dime Community Bancshares, Inc. 2020 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 Kenneth J. Mahon 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.

<table>
<thead>
<tr>
<th>Signatures</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>/s/ Kenneth J. Mahon</td>
<td>Chief Executive Officer and Director</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Kenneth J. Mahon</td>
<td>(Principal Executive Officer)</td>
<td></td>
</tr>
<tr>
<td>/s/ Avinash Reddy</td>
<td>Senior Executive Vice President and Chief Financial Officer</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Avinash Reddy</td>
<td>(Principal Financial Officer)</td>
<td></td>
</tr>
<tr>
<td>/s/ Leslie Veluswamy</td>
<td>Senior Vice President and Chief Accounting Officer</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Leslie Veluswamy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Vincent F. Palagiano</td>
<td>Chairman and Director</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Vincent F. Palagiano</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signatures</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>---------------</td>
<td>--------------------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>/s/ Michael P. Devine</td>
<td>Vice Chairman and Director</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Michael P. Devine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Rosemarie Chen</td>
<td>Director</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Rosemarie Chen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Steven D. Cohn</td>
<td>Director</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Steven D. Cohn</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Patrick E. Curtin</td>
<td>Director</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Patrick E. Curtin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Barbara M. Koster</td>
<td>Director</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Barbara M. Koster</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Kathleen M. Nelson</td>
<td>Director</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Kathleen M. Nelson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Joseph J. Perry</td>
<td>Director</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Joseph J. Perry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Kevin Stein</td>
<td>Director</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Kevin Stein</td>
<td></td>
<td></td>
</tr>
<tr>
<td>/s/ Omer S.J. Williams</td>
<td>Director</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Omer S.J. Williams</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 2: EX-5 (OPINION OF LUSE GORMAN, PC)
June 29, 2020

Board of Directors
Dime Community Bancshares, Inc.
300 Cadman Plaza, 8th Floor
Brooklyn, New York 11201

Re: Dime Community Bancshares, Inc. 2020 Equity Incentive Plan
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 1,300,000 shares of common stock, par value $0.01 per share (the “Common Stock”) of Dime Community Bancshares, Inc. (the “Company”), pursuant to the Dime Community Bancshares, Inc. 2020 Equity Incentive Plan (the “Equity Plan”). This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K of the General Rules and Regulations under the Securities Act of 1933, as amended (the “Securities Act”).

In rendering the opinion expressed herein, we have examined originals or copies, certified or otherwise identified to our satisfaction of the following: (i) the Company’s Registration Statement on Form S-8 (the “Form S-8”) to be filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act, on the date hereof; (ii) the Certificate of Incorporation of the Company, as currently in effect; (iii) the Bylaws of the Company, as currently in effect; (iv) the Equity Plan; (iv) certain resolutions of the board of directors of the Company relating to the approval of the Equity Plan, the filing of the Registration Statement and certain related matters; and (v) 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 opinion expressed herein is rendered.

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

Following the effectiveness of the Form S-8, the Common Stock, 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 should not be used for any other purpose or relied upon by any other person without the prior written consent of this firm.
We hereby consent to the use of this opinion in the Form S-8. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Luse Gorman, PC
LUSE GORMAN, PC

Section 3: EX-10.2 (FORM OF DIRECTOR TIME-BASED RESTRICTED STOCK AWARD AGREEMENT UNDER THE 2020 EQUITY INCENTIVE PLAN)

RESTRICTED STOCK AWARD

Granted by

DIME COMMUNITY BANCSHARES, INC.

under the

DIME COMMUNITY BANCSHARES, INC.
2020 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 2020 Equity Incentive Plan (the “Plan”) of Dime Community Bancshares, 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 and related prospectus have been provided 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 committee appointed to administer the Plan (“Committee”) or the Board of Directors will be final, binding and conclusive upon the Participant and the Participant’s heirs, legal representatives, successors and permitted assigns. 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, covered by the Restricted Stock Award: __________

4. Vesting Schedule. Except as otherwise provided in this Agreement, this Restricted Stock Award shall vest on:

<table>
<thead>
<tr>
<th>Vesting Date</th>
<th>Number of Shares Vesting</th>
</tr>
</thead>
<tbody>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
</tbody>
</table>

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 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. 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.

6. **Terms and Conditions.**

Voting rights appurtenant to the Stock subject to this Restricted Stock Award, shall be exercised consistent with the recommendation of the Board of Directors to shareholders for each matter for which a recommendation is made and by the Committee in its discretion in all other cases.

Any cash dividends or distributions declared with respect to shares of Stock subject to this Restricted Stock Award will be distributed to the Participant at the time paid by the Company. Any stock dividends declared and paid with respect to shares of Stock subject to this Restricted Stock Award will be issued subject to the same restrictions and the same vesting schedule as the underlying share of Stock on which the dividend was declared.

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 subject to this Agreement 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:

(i) **Death.** In the event of the Participant’s Termination of Service by reason of the Participant’s death, any unvested shares of Restricted Stock subject to this Agreement will vest.

(ii) **Disability.** In the event of the Participant’s Termination of Service by reason of the Participant’s Disability, any unvested shares of Restricted Stock subject to this Agreement will vest.

(iii) **Termination for Cause.** If the event of the Participant’s Termination of Service for Cause, all Restricted Stock subject to this Agreement that has not vested will expire and be forfeited.
Other Termination. In the event of the Participant’s Termination of Service for any reason other than due to death, Disability or for Cause, all shares of Restricted Stock subject to this Agreement which have not vested as of the date of Termination of Service will expire and be forfeited. For purposes of the Plan and this Agreement, “Service” means service as a non-employee Director of the Company or a Subsidiary, as the case may be, and shall include service as a director emeritus or advisory director.

11. Miscellaneous.

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

11.2 A Restricted Stock Award is not transferable prior to the time such Award vests in the Participant.

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

11.4 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.

11.5 Nothing in this Agreement will interfere with or limit in any way the right of the Company or any Affiliate to terminate your employment or service at any time, nor confer upon you any right to continue in the employ or service of the Company or any Affiliate.

11.6 This Award Agreement shall be binding upon any successor of the Company, in accordance with the terms of this Agreement and the Plan.

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

DIME COMMUNITY BANCSHARES, 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 Plan. The undersigned hereby acknowledges receipt of a copy of the Plan and related prospectus.

PARTICIPANT

__________________________________

Section 4: EX-10.3 (FORM OF NON-QUALIFIED STOCK OPTION AGREEMENT FOR OUTSIDE DIRECTORS UNDER THE 2020 EQUITY INCENTIVE PLAN)

EXHIBIT 10.3

STOCK OPTION

Granted by

DIME COMMUNITY BANCSHARES, INC.

under the

DIME COMMUNITY BANCSHARES, INC.
2020 EQUITY INCENTIVE PLAN

This stock option agreement (“Option” or “Agreement”) is and will be subject in every respect to the provisions of the 2020 Equity Incentive Plan (the “Plan”) of Dime Community Bancshares, 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 and related prospectus have 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 committee appointed to administer the Plan (“Committee”) or the Board of Directors will be final, binding and conclusive upon the Participant and the Participant’s heirs, legal representatives, successors and permitted assigns. 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. Exercise price per share: $ __________

4. Total number of shares of Company common stock, $0.01 par value per share, that may be acquired pursuant to this Option: _______
   
   • This is a Non-Qualified Option.
5. **Expiration Date of Option:** _________________, subject to earlier expiration due to Termination of Service. This Option may not be exercised at any time on or after the Option’s expiration date.

6. **Vesting Schedule.** Unless sooner vested in accordance with the terms of this Award Agreement, the Options granted hereunder shall vest (i.e., become exercisable) in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Vesting Date</th>
<th>Number of Options Vesting</th>
</tr>
</thead>
<tbody>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
</tbody>
</table>
As set forth in Section 11 of this Agreement, vesting will automatically accelerate pursuant to Section 2.5, 2.7 and 4.1 of the Plan (in the event of Termination of Service due to death or Disability or Involuntary Termination following a Change in Control).

7. **Exercise Procedure.** The Participant may exercise this Option in whole or in part by delivering to the Company a written notice (the “Notice of Exercise of Option” attached hereto as Exhibit A or a similar form acceptable to the Committee) setting forth the number of shares with respect to which the Option is to be exercised, together with payment by cash or other means acceptable to the Committee.

8. **Delivery of Shares.** Delivery of shares of 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 for a period of one year following the Involuntary Termination, subject to earlier expiration under 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:

11.1 **Death.** In the event of the Participant’s Termination of Service by reason of the Participant’s death, any unvested Options subject to this Agreement will vest. Any Options awarded under this Agreement that are outstanding at that time may thereafter be exercised by the Participant’s legal representative or beneficiaries for a period of one year following Termination of Service due to death or the remaining unexpired term of the Option, if less.

11.2 **Disability.** In the event of the Participant’s Termination of Service by reason of the Participant’s Disability, any unvested Options subject to this Agreement will vest. Any Options awarded under this Agreement that are outstanding at that time may thereafter be exercised by the Participant or the Participant’s legal representative for a period of one year following Termination of Service due to Disability or the remaining unexpired term of the Option, if less.
11.3 **Termination for Cause.** In the event of the Participant’s Termination of Service for Cause, all Options subject to this Agreement that have not been exercised will immediately expire and be forfeited.

11.4 **Other Termination.** In the event of the Participant’s Termination of Service for any reason other than due to death, Disability 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 months following termination, subject to termination on the Option’s expiration date, if earlier. All unvested Options will be forfeited. For purposes of the Plan and this Agreement, “Service” means service as a non-employee Director of the Company or a Subsidiary, as the case may be, and shall include service as a director emeritus or advisory director.

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 Option will be governed by and construed in accordance with the laws of the State of New York.

12.5 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.

12.6 This Stock Option Award, or any portion of this Award, is subject to forfeiture in accordance with the requirements of Section 7.17 of the Plan.
IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name and on its behalf as of the date of grant of this Option set forth above.

DIME COMMUNITY BANCSHARES, 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 Plan. The undersigned hereby acknowledges receipt of a copy of the Plan and related prospectus.

PARTICIPANT

__________________________________
EXHIBIT A

NOTICE OF EXERCISE OF OPTION
(BY OUTSIDE DIRECTOR)

I hereby exercise the stock option (the “Option”) granted to me by Dime Community Bancshares, Inc. (the “Company”) or its affiliate, subject to all the terms and provisions set forth in the Stock Option Agreement (the “Agreement”) and the Dime Community Bancshares, Inc. 2020 Equity Incentive Plan (the “Plan”) referred to therein, and notify the Company of my desire to purchase __________________ shares of common stock of the Company for a purchase price of $_____________ per share.

I wish to pay the purchase price by (check one or more):
[Any payment to be delivered must accompany this Notice of Exercise of Option]
___  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 whereby I direct the Company to withhold a sufficient number of shares to satisfy the purchase price.
___  A check (personal, certified or cashier’s) in the sum of $______ and Stock of the Company with a fair market value of $______, in full payment of the purchase price.*
___  Please sell _____ shares from my Option shares through a broker in full/partial payment of the purchase price. If my broker requires additional forms in order to consummate this “broker cashless exercise,” I have included them with this election.

I understand that after this exercise, ____________ shares of 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 been 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.

Section 5: EX-10.4 (FORM OF EMPLOYEE TIME-BASED RESTRICTED STOCK AWARD AGREEMENT UNDER THE 2020 EQUITY INCENTIVE PLAN)

EXHIBIT 10.4

RESTRICTED STOCK AWARD

Granted by

DIME COMMUNITY BANCSHARES, INC.

under the

DIME COMMUNITY BANCSHARES, INC.
2020 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 2020 Equity Incentive Plan (the “Plan”) of Dime Community Bancshares, 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 and related prospectus have been provided 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 committee appointed to administer the Plan ("Committee") or the Board of Directors will be final, binding and conclusive upon the Participant and the Participant’s heirs, legal representatives, successors and permitted assigns. 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, covered by the Restricted Stock Award:**

4. **Vesting Schedule.** Except as otherwise provided in this Agreement, this Restricted Stock Award shall vest on:

<table>
<thead>
<tr>
<th>Vesting Date</th>
<th>Number of Shares Vesting</th>
</tr>
</thead>
<tbody>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
</tbody>
</table>
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 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. 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.

6. **Terms and Conditions.**

Voting rights appurtenant to the Stock subject to this Restricted Stock Award, shall be exercised consistent with the recommendation of the Board of Directors to shareholders for each matter for which a recommendation is made and by the Committee in its discretion in all other cases.

Any cash dividends or distributions declared with respect to shares of Stock subject to this Restricted Stock Award will be distributed to the Participant at the time paid by the Company. Any stock dividends declared and paid with respect to shares of Stock subject to this Restricted Stock Award will be issued subject to the same restrictions and the same vesting schedule as the underlying share of Stock on which the dividend was declared.

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 subject to this Agreement 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:

   (i) **Death.** In the event of the Participant’s Termination of Service by reason of the Participant’s death, any unvested shares of Restricted Stock subject to this Agreement will vest.
(ii) **Disability.** In the event of the Participant’s Termination of Service by reason of the Participant’s Disability, any unvested shares of Restricted Stock subject to this Agreement will vest.

(iii) **Termination for Cause.** In the event of the Participant’s Termination of Service for Cause, all Restricted Stock subject to this Agreement that has not vested will expire and be forfeited.

(iv) **Other Termination.** If the event of the Participant’s Termination of Service for any reason other than due to death, Disability or for Cause, all shares of Restricted Stock subject to this Agreement which have not vested as of the date of Termination of Service will expire and be forfeited.

11. **Miscellaneous.**

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

11.2 A Restricted Stock Award is not transferable prior to the time such Award vests in the Participant.

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

11.4 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.

11.5 All Awards under this Plan are subject to required federal, state and local tax withholding which may be effected in the manner or manners permitted by the Company.

11.6 Nothing in this Agreement will interfere with or limit in any way the right of the Company or any Affiliate to terminate your employment or service at any time, nor confer upon you any right to continue in the employ or service of the Company or any Affiliate.

11.7 This Award Agreement shall be binding upon any successor of the Company, in accordance with the terms of this Agreement and the Plan.

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

DIME COMMUNITY BANCSHARES, 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 Plan. The undersigned hereby acknowledges receipt of a copy of the Plan and related prospectus.

PARTICIPANT

______________________________

Section 6: EX-10.5 (FORM OF EMPLOYEE PERFORMANCE-BASED RESTRICTED STOCK AWARD AGREEMENT UNDER THE 2020 EQUITY INCENTIVE PLAN)

PERFORMANCE-BASED
RESTRICTED STOCK AWARD

Granted by
DIME COMMUNITY BANCSHARES, INC.

under the
DIME COMMUNITY BANCSHARES, INC.
2020 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 2020 Equity Incentive Plan (the “Plan”) of Dime Community Bancshares, 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 and related prospectus have been provided 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 committee appointed to administer the Plan (“Committee”) or the Board of Directors will be final, binding and conclusive upon the Participant and the Participant’s heirs, legal representatives, successors and permitted assigns. 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, covered by the Restricted Stock Award: __________ (target award; final award is subject to determination in accordance with Exhibit A attached hereto and subject to adjustment pursuant to Section 9 hereof).

4. Vesting Schedule. Except as otherwise provided in this Agreement, this Restricted Stock Award shall vest as follows:
5. **Distribution of Shares.** The shares of stock subject to the Restricted Stock Award will be distributed (if any) as soon as practicable after [date], and when the performance measurements are available and certified by the Company, which is expected to occur on or before [date].

6. **Grant of Restricted Stock Award.** The Restricted Stock Award will be in the form of issued and outstanding shares of Stock that will be 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. 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.
7. **Voting and Dividends.**

Voting rights appurtenant to the Stock subject to this Restricted Stock Award, shall be exercised consistent with the recommendation of the Board of Directors to shareholders for each matter for which a recommendation is made and by the Committee in its discretion in all other cases.

Any cash dividends declared on the non-vested Restricted Stock (and any earnings thereon) will be delayed and distributed to the Participant within thirty (30) days of the time when the Restricted Stock is distributed to the Participant under Section 5 of this Agreement.

8. **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.

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 and a Change in Control on Restricted Stock Award.**

    Notwithstanding Section 4 of this Restricted Stock Award Agreement, this Restricted Stock Award will vest as follows:

    (i) **Death.** In the event of the Participant’s Termination of Service by reason of the Participant’s death, any unvested shares of Restricted Stock subject to this Agreement will vest, pro-rata, by multiplying (i) the number of shares that would be obtained based on achievement at target (or if actual achievement of the performance measures is greater than the target level, at such actual achievement level) as of the date of death, by (ii) a fraction, the numerator of which is the number of whole months the Participant was in Service during the performance period and the denominator of which is the number of months in the performance period.

    (ii) **Disability.** In the event of the Participant’s Termination of Service by reason of the Participant’s Disability, any unvested shares of Restricted Stock subject to this Agreement will vest, pro-rata, by multiplying (i) the number of shares that would be obtained based on achievement at target (or if actual achievement of the performance measures is greater than the target level, at such actual achievement level) as of the date of Termination of Service by reason of Disability, by (ii) a fraction, the numerator of which is the number of whole months the Participant was in Service during the performance period and the denominator of which is the number of months in the performance period.
(iii) **Termination for Cause.** If the event of the Participant’s Termination of Service for Cause, all Restricted Stock subject to this Agreement that has not vested will expire and be forfeited.

(iv) **Change in Control.** In the event of a Change in Control, the number of unvested shares subject to the Restricted Stock Award will vest based on actual performance measured on the most recent completed fiscal quarter. If actual performance cannot be determined, a prorated portion of the Awards will vest at the target performance level. The prorata portion will be calculated based on a number of months worked during the performance period as a percentage of the total performance period. A “Change in Control” will be deemed to have occurred as provided in Section 4.2 of the Plan.

(v) **Other Termination.** In the event of the Participant’s Termination of Service for any reason other than due to death, Disability or for Cause, all shares of Restricted Stock subject to this Agreement which have not vested as of the date of Termination of Service will expire and be forfeited.

11. **Miscellaneous.**

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

11.2 A Restricted Stock Award is not transferable prior to the time such Awards vest in the Participant.

11.3 This Restricted Stock Award and this Agreement will be governed by and construed in accordance with the laws of the State of New York.

11.4 This Restricted Stock Award and 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 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.

11.5 All Awards under this Plan are subject to required federal, state and local tax withholding which may be effected in the manner or manners permitted by the Company.

11.6 Nothing in this Agreement will interfere with or limit in any way the right of the Company or any Affiliate to terminate your employment or service at any time, nor confer upon you any right to continue in the employ or service of the Company or any Affiliate.
11.7 This Award Agreement shall be binding upon any successor of the Company, in accordance with the terms of this Agreement and the Plan.

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

DIME COMMUNITY BANC SHARES, INC.

By:______________________________

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 Plan. The undersigned hereby acknowledges receipt of a copy of the Plan and related prospectus.

PARTICIPANT

__________________________________
Section 7: EX-10.6 (FORM OF INCENTIVE STOCK OPTION AGREEMENT UNDER THE 2020 EQUITY INCENTIVE PLAN)

STOCK OPTION

Granted by

DIME COMMUNITY BANCSHARES, INC.

under the

DIME COMMUNITY BANCSHARES, INC.
2020 EQUITY INCENTIVE PLAN

This stock option agreement ("Option" or "Agreement") is and will be subject in every respect to the provisions of the 2020 Equity Incentive Plan (the "Plan") of Dime Community Bancshares, 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 and related prospectus have 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 committee appointed to administer the Plan ("Committee") or the Board of Directors will be final, binding and conclusive upon the Participant and the Participant’s heirs, legal representatives, successors and permitted assigns. 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. Exercise price per share: $ ______________

4. 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). The Option will be an Incentive Stock Option to the maximum extent permitted under the tax laws, which means that up to $100,000 of Options that vest in any one calendar year will be Incentive Stock Options (based on the exercise price of the Option).

Example: A participant is granted 140,000 options that vest in equal installments of 28,000 options per year over a 5 year period. The exercise price is $10.89, which is equal to the fair market value of the stock on the date of grant. Since $10.89 multiplied by 28,000 (the number of Options that vest each year) is $304,920.00, some of the Options that vest each year will not be Incentive Stock Options. Based on a $10.89 exercise price, the maximum number of Incentive Stock Options that can vest for any one year is 9,182 ($100,000 ÷ $10.89 = 9,182 (fractional shares are not included)). The remainder will be Non-Statutory Stock Options.

Please note that for purposes of determining the maximum number of Options that can vest in any one calendar year as Incentive Stock Options, the Options granted to you in this Agreement that vest in a calendar year will be aggregated with any earlier Option grant that you received that vest in the same calendar year. If you vest in the maximum number of Incentive Stock Options in which you are permitted to vest for a calendar year under a prior Option Award, all Options that you receive under this
Agreement that vest in the same calendar year will be considered Non-Statutory Stock Options.

5. Expiration Date of Option: ________________, subject to earlier expiration due to Termination of Service. This Option may not be exercised at any time on or after the Option’s expiration date.

6. Vesting Schedule. Unless sooner vested in accordance with the terms of this Award Agreement, the Options granted hereunder shall vest (i.e., become exercisable) in accordance with the following:

<table>
<thead>
<tr>
<th>Vesting Date</th>
<th>Number of Options Vesting</th>
</tr>
</thead>
<tbody>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
</tbody>
</table>

As set forth in Section 11 of this Agreement, vesting will automatically accelerate pursuant to Section 2.5, 2.7 and 4.1 of the Plan (in the event of Termination of Service due to death or Disability or an Involuntary Termination following a Change in Control).

7. Exercise Procedure. The Participant may exercise this Option in whole or in part by delivering to the Company a written notice (the “Notice of Exercise of Option” attached hereto as Exhibit A or a similar form acceptable to the Committee) 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.

8. Delivery of Shares. Delivery of shares of 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 for a period of one year following the Involuntary Termination, subject to the expiration under 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:

11.1 **Death.** In the event of the Participant’s Termination of Service by reason of the Participant’s death, any unvested Options subject to this Agreement will vest. Any Options awarded under this Agreement that are outstanding at that time may thereafter be exercised by the Participant’s legal representative or beneficiaries for a period of one year following Termination of Service due to death or the remaining unexpired term of the Option, if less.

11.2 **Disability.** In the event of the Participant’s Termination of Service by reason of the Participant’s Disability, any unvested Options subject to this Agreement will vest. Any Options awarded under this Agreement that are outstanding at that time may thereafter be exercised by the Participant or the Participant’s legal representative for a period of one year following Termination of Service due to Disability or the remaining unexpired term of the Option, if less.

11.3 **Termination for Cause.** In the event of the Participant’s Termination of Service for Cause, all Options subject to this Agreement that have not been exercised will immediately expire and be forfeited.

11.4 **Other Termination.** In the event of the Participant’s Termination of Service for any reason other than due to death, Disability, Cause of an Involuntary Termination following a Change in Control, this Option may thereafter be exercised, to the extent it was exercisable at the time of such termination, for a period of three months following termination, subject to termination on the Option’s expiration date, if earlier. All unvested Options will be forfeited.

11.5 **Incentive Option Treatment.** The Incentive Stock Options granted hereunder are subject to the requirements of Section 421 of the Internal Revenue Code. No Option will be eligible for treatment as an Incentive Stock Option in the event such Option is exercised more than three months following Termination of Service (except in the case of Termination of Service due to Disability). In order to obtain Incentive Stock Option treatment for Options exercised by heirs or devisees of the Participant, the Participant’s death must have occurred while the Participant was employed or within three months of the Participant’s Termination of Service.

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, Incentive Stock Options 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 Incentive Stock Option as of the day of such transfer.

12.4 This Option will be governed by and construed in accordance with the laws of the State of New York.

12.5 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.

12.6 Under current tax laws, an Option that is exercised as an Incentive Stock Option is not subject to ordinary income taxes so long as it is held for the requisite holding period, e.g., two (2) years from the date of grant of the Option and one (1) year from the date of exercise, whichever is later. A Non-Qualified Stock Option will be subject to income tax withholding at the time of exercise. Upon the exercise of a Non-Statutory Stock Option, the Participant shall be required to satisfy the minimum required federal, state and local tax withholding in the manner or manners permitted by the Company.

12.7 This Stock Option Award, or any portion of this Award, is subject to forfeiture in accordance with the requirements of Section 7.17 of the Plan.
IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name and on its behalf as of the date of grant of this Option set forth above.

DIME COMMUNITY BANCSHARES, 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 Plan. The undersigned hereby acknowledges receipt of a copy of the Plan and related prospectus.

PARTICIPANT

________________________________

4
EXHIBIT A

NOTICE OF EXERCISE OF OPTION
(BY EMPLOYEE)

I hereby exercise the stock option (the “Option”) granted to me by Dime Community Bancshares, Inc. (the “Company”) or its affiliate, subject to all the terms and provisions set forth in the Stock Option Agreement (the “Agreement”) and the Dime Community Bancshares, Inc. 2020 Equity Incentive Plan (the “Plan”) referred to therein, and notify you of my desire to purchase __________________ shares of common stock of the Company for a purchase price of $_______ per share.

I wish to pay the purchase price by (check one or more):

[ ] Any payment to be delivered must accompany this Notice of Exercise of Option

___ 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 whereby I direct the Company to withhold a sufficient number of shares to satisfy the purchase price. [ ] Withhold a sufficient number of shares to pay minimum required taxes [ ] Calculate minimum required withholding and I will submit payment.

___ A check (personal, certified or cashier’s) in the sum of $_______ and Stock of the Company with a fair market value of $_______, in full payment of the purchase price.*

___ Please sell ______ shares from my Option shares through a broker in full/partial payment of the purchase price. If my broker requires additional forms in order to consummate this “broker cashless exercise,” I have included them with this election.

I understand that after this exercise, ____________ shares of 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 been 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.

Section 8: EX-10.7 (FORM OF EMPLOYEE NON-QUALIFIED STOCK OPTION AGREEMENT UNDER THE 2020 EQUITY INCENTIVE PLAN)

STOCK OPTION

Granted by

DIME COMMUNITY BANCSHARES, INC.

under the

DIME COMMUNITY BANCSHARES, INC.
2020 EQUITY INCENTIVE PLAN

This stock option agreement (“Option” or “Agreement”) is and will be subject in every respect to the provisions of the 2020 Equity Incentive Plan (the “Plan”) of Dime Community Bancshares, 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 and related prospectus have 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 committee.
appointed to administer the Plan (“Committee”) or the Board of Directors will be final, binding and conclusive upon the Participant and the Participant’s heirs, legal representatives, successors and permitted assigns. 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. Exercise price per share: $________________
4. Total number of shares of Company common stock, $0.01 par value per share, that may be acquired pursuant to this Option:
   • This is a Non-Qualified Option.
5. Expiration Date of Option: ________________, subject to earlier expiration due to Termination of Service. This Option may not be exercised at any time on or after the Option’s expiration date.
6. Vesting Schedule. Unless sooner vested in accordance with the terms of this Award Agreement, the Options granted hereunder shall vest (i.e., become exercisable) in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Vesting Date</th>
<th>Number of Options Vesting</th>
</tr>
</thead>
<tbody>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
<tr>
<td>[date]</td>
<td>[number]</td>
</tr>
</tbody>
</table>
As set forth in Section 11 of this Agreement, vesting will automatically accelerate pursuant to Section 2.5, 2.7 and 4.1 of the Plan (in the event of Termination of Service due to death or Disability or Involuntary Termination following a Change in Control).

7. **Exercise Procedure.** The Participant may exercise this Option in whole or in part by delivering to the Company a written notice (the “Notice of Exercise of Option” attached hereto as Exhibit A or a similar form acceptable to the Committee) setting forth the number of shares with respect to which the Option is to be exercised, together with payment by cash or other means acceptable to the Committee.

8. **Delivery of Shares.** Delivery of shares of 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 for a period of one year following the Involuntary Termination, subject to earlier expiration under 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:

11.1 **Death.** In the event of the Participant’s Termination of Service by reason of the Participant’s death, any unvested Options subject to this Agreement will vest. Any Options awarded under this Agreement that are outstanding at that time may thereafter be exercised by the Participant’s legal representative or beneficiaries for a period of one year following Termination of Service due to death or the remaining unexpired term of the Option, if less.

11.2 **Disability.** In the event of the Participant’s Termination of Service by reason of the Participant’s Disability, any unvested Options subject to this Agreement will vest. Any Options awarded under this Agreement that are outstanding at that time may thereafter be exercised by the Participant or the Participant’s legal representative for a period of one year following Termination of Service due to Disability or the remaining unexpired term of the Option, if less.
11.3 **Termination for Cause.** In the event of the Participant’s Termination of Service for Cause, all Options subject to this Agreement that have not been exercised will immediately expire and be forfeited.

11.4 **Other Termination.** In the event of the Participant’s Termination of Service for any reason other than due to death, Disability 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 months following termination, subject to termination on the Option’s expiration date, if earlier. All unvested Options will be forfeited.

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 Option will be governed by and construed in accordance with the laws of the State of New York.

12.5 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.

12.6 This Stock Option Award, or any portion of this Award, is subject to forfeiture in accordance with the requirements of Section 7.17 of the Plan.
IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name and on its behalf as of the date of grant of this Option set forth above.

DIME COMMUNITY BANCSHARES, 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 Plan. The undersigned hereby acknowledges receipt of a copy of the Plan and related prospectus.

PARTICIPANT

__________________________________
EXHIBIT A

NOTICE OF EXERCISE OF OPTION
(BY EMPLOYEE)

I hereby exercise the stock option (the “Option”) granted to me by Dime Community Bancshares, Inc. (the “Company”) or its affiliate, subject to all the terms and provisions set forth in the Stock Option Agreement (the “Agreement”) and the Dime Community Bancshares, Inc. 2020 Equity Incentive Plan (the “Plan”) referred to therein, and notify the Company of my desire to purchase ________________ shares of common stock of the Company for a purchase price of $_____________ per share.

I wish to pay the purchase price by (check one or more):
[Any payment to be delivered must accompany this Notice of Exercise of Option]

___  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 whereby I direct the Company to withhold a sufficient number of shares to satisfy the purchase price. Withhold a sufficient number of shares to pay minimum required taxes [ ] Calculate minimum required withholding and I will submit payment.

___  A check (personal, certified or cashier’s) in the sum of $______ and Stock of the Company with a fair market value of $______, in full payment of the purchase price.*

___  Please sell _____ shares from my Option shares through a broker in full/partial payment of the purchase price. If my broker requires additional forms in order to consummate this “broker cashless exercise,” I have included them with this election.

I understand that after this exercise, __________ shares of 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 been 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.

Section 9: EX-10.8 (FORM OF TIME-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT UNDER THE 2020 EQUITY INCENTIVE PLAN)

EXHIBIT 10.8

RESTRICTED STOCK UNIT AWARD

Granted by

DIME COMMUNITY BANCSHARES, INC.

under the

DIME COMMUNITY BANCSHARES, INC.
2020 EQUITY INCENTIVE PLAN

This restricted stock unit agreement (“Restricted Stock Unit Award” or “Agreement”) is and will be subject in every respect to the provisions of the 2020 Equity Incentive Plan (the “Plan”) of Dime Community Bancshares, 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 and related prospectus have been provided to each person granted a Restricted Stock Unit Award pursuant to the Plan. The holder of this Restricted Stock Unit Award (the “Participant”)
hereby accepts this Restricted Stock Unit 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 committee appointed to administer the Plan ("Committee") or the Board of Directors will be final, binding and conclusive upon the Participant and the Participant’s heirs, legal representatives, successors and permitted assigns. Capitalized terms used herein but not defined will have the same meaning as in the Plan.

For valuable consideration, the Company does hereby grant to the Participant a Restricted Stock Unit Award for the number of restricted stock units (the “Restricted Stock Units”) as set forth below, effective on the Date of Grant set forth below. The Restricted Stock Units shall vest and become payable in shares of Stock of the Company (the “Shares”) according to the vesting schedule described below, subject to earlier expiration or termination of the Restricted Stock Units, as provided in this Agreement.

<table>
<thead>
<tr>
<th>Name of Participant:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Grant:</td>
<td></td>
</tr>
</tbody>
</table>
Restricted Stock Unit Award will vest in approximately equal annual installments over a four (4) year period, commencing on the first anniversary of the Date of Grant and continuing on each annual anniversary thereafter. No fractional Restricted Stock Units will vest. Any fractional Restricted Stock Unit will roll over and shall vest on the next vesting date on which, when aggregated with all or part of another fractional Restricted Stock Unit, it comprises a whole Restricted Stock Unit.

1.2 Subject to the other terms of this Agreement and the terms of the Plan, any Restricted Stock Units that vest will be paid to the Participant solely in whole Shares of Stock (and not in cash, as the Plan permits), on, or as soon as practicable after, the Vesting Date or, if earlier, as provided in this Agreement, but in any event, within the period ending on the later to occur of the date that is two and one-half months from the end of (i) the Participant’s tax year that includes the applicable vesting date or (ii) the Company’s tax year that includes the applicable vesting date.

2. **Dividend Equivalent Rights.** Pending distribution or forfeiture of the Restricted Stock Units, the Participant’s bookkeeping account will be credited with Dividends Equivalent Rights with respect to all dividends declared on the shares underlying the Restricted Stock Units, regardless of whether the Restricted Stock Units are vested or unvested.

3. **Termination of Service**

3.1 **Termination of Service.** Except as provided in Sections 3.2-3.5 below, the Restricted Stock Units subject to this Agreement shall immediately terminate and be automatically forfeited by the Participant to the Company upon the Participant’s Termination of Service for any reason, including without limitation, voluntary termination by the Participant.

3.2 **Death.** Any unvested portion of this Restricted Stock Unit Award shall vest immediately in the event of the Participant’s Termination of Service by reason of the Participant’s death.

3.3 **Disability.** Any unvested portion of this Restricted Stock Unit Award shall vest immediately in the event of the Participant’s Termination of Service by reason of the Participant’s Disability.

3.4 **Other Termination.** If the Participant’s Service terminates for reasons other than death, Disability, Cause or an Involuntary Termination following a Change in Control, on or after the Participant attains age [age], the Participant’s unvested Restricted Stock Unit Awards shall continue to vest, provided that, at the request of the Company the Participant serves as a consultant to the Company following the Termination of Service. An Employee who is also a Director shall not be deemed to have terminated Service until both Service as an Employee and Service as a Director have ceased.

3.5 **Change in Control.** Any unvested portion of this Restricted Stock Unit Award shall vest immediately in the event of an Involuntary Termination following a Change in Control. The portion of the Restricted Stock Unit Award that vests upon a Change in Control shall equal the number of unvested Restricted Stock Units at the time of an Involuntary Termination following the Change in Control.
4. **Withholding.** The Company shall collect federal, state and local income taxes and the employee portion of the FICA taxes (Social Security and Medicare) with respect to the Restricted Stock Units and any Dividend Equivalent Rights on such Restricted Stock Units paid to the Participant at the time those Restricted Stock Units vest. Unless the Participant delivers a separate check payable to the Company in the amount of taxes required to be withheld from the Participant, the Company shall withhold those taxes from the Participant’s wages. The Participant hereby authorizes the Company to satisfy the withholding obligations by one or a combination of the following: (a) withholding from the Participant’s wages or other cash compensation; (b) withholding from proceeds of the sale of Shares issued in settlement of the vested Restricted Stock Units, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant’s behalf pursuant to this authorization), to the extent and in the manner permitted by all applicable securities laws, including making any necessary securities registration or taking any other necessary actions; or (c) withholding in Shares to be issued in settlement of the vested Restricted Stock Units that number of whole Shares the fair market value of which (determined by reference to the closing price of the common stock on the principal exchange on which the common stock trades on the date the withholding obligation arises, or if such date is not a trading date, on the next preceding trading date) is equal to the aggregate withholding obligation as determined by the Company and/or the Employer with respect to such Award.

5. **Code Section 409A.** The Restricted Stock Unit Award and payments made pursuant to this Agreement and the Plan are intended to qualify for an exemption from Code Section 409A. Notwithstanding any other provision in this Agreement and the Plan, the Company, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify this Agreement and/or the Plan so that the Restricted Stock Units granted to the Participant qualify for exemption from or comply with Code Section 409A; provided, however, that the Company makes no representations that the Restricted Stock Units shall be exempt from or comply with Code Section 409A and makes no undertaking to preclude Code Section 409A from applying to the Restricted Stock Units. Nothing in this Agreement or the Plan shall provide a basis for any person to take action against the Company or any affiliate based on matters covered by Code Section 409A, including the tax treatment of any amount paid or payable or Award made under this Agreement, and neither the Company nor any of its affiliates shall under any circumstances have any liability to any Participant or his or her estate or any other party for any taxes, penalties or interest imposed under Code Section 409A for any amounts paid or payable under this Agreement.

6. **Nature of Grant.** In accepting the Restricted Stock Units, the Participant acknowledges that: (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time; (b) grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units even if Restricted Stock Units have been granted repeatedly in the past; (c) all decisions with respect to future awards of Restricted Stock Units, if any, will be at the sole discretion of the Company; (d) the Participant’s participation in the Plan is voluntary; (e) Restricted Stock Units are extraordinary items that do not constitute regular compensation for services rendered to the Company or any Subsidiary, and that are outside the scope of the Participant’s employment contract, if any; (f) Restricted Stock Units and the Shares subject to Restricted Stock Units are
not intended to replace any pension rights or compensation; (g) unless provided for elsewhere, Restricted Stock Units and the Shares subject to Restricted Stock Units are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, redundancy or end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or any Subsidiary; (h) the award of Restricted Stock Units and the Participant’s participation in the Plan shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary; (i) the future value of the underlying Shares is unknown and cannot be predicted with certainty; (j) in consideration of the award of Restricted Stock Units, no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from termination of employment with the Company or any Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws), and the Participant irrevocably releases the Company and/or the Subsidiary from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, the Participant shall be deemed irrevocably to have waived his or her entitlement to pursue such claim; and (k) except as otherwise provided for in this Agreement or the Plan, in the event of involuntary termination of the Participant’s employment (whether or not in breach of local labor laws), the Participant’s right to receive Restricted Stock Units and vest under the Plan, if any, will terminate effective as of the date that the Participant’s Service is terminated and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of “garden leave” or similar period pursuant to local law), and the Company shall have the exclusive discretion to determine when the Participant is no longer actively employed for purposes of this Agreement.

7. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant’s participation in the Plan, or the Participant’s acquisition or sale of the underlying Shares. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding the Participant’s participation in the Plan before taking any action related to the Plan.

8. **Undertaking.** The Participant hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either the Participant or the Restricted Stock Units pursuant to the provisions of this Agreement.

9. **Restrictions on Transfer.** Notwithstanding anything in the Plan to the contrary, the Restricted Stock Units granted pursuant to this Award may not be sold, pledged (as collateral for a loan or as security for the performance of an obligation or for any other purpose), assigned, hypothecated, transferred, disposed of in exchange for consideration, made subject to attachment or similar proceedings, or otherwise disposed of under any circumstances.

10. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.
11. **No Rights as Shareholder.** Except as provided in this Agreement, the Participant will not have dividend, voting or any other rights as a shareholder of the Shares of common stock with respect to the Restricted Stock Units. Upon payment of the vested Restricted Stock Units in Shares of common stock, the Participant will obtain full dividend, voting and other rights as a shareholder of the Company.

12. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

13. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant’s participation in the Plan, on the Restricted Stock Units and on any Shares of common stock acquired under the Plan, to the extent that the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Participant to sign any additional agreements or undertakings (as provided in Section 6 above) that may be necessary to accomplish the foregoing.

By the Participant's signature and the Company's signature below, the Participant and the Company agree that this grant is governed by this Agreement and the Plan.
IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name and on its behalf as of the date of grant of this Restricted Stock Unit Award set forth above.

DIME COMMUNITY BANCORP INC.

By: ______________________________

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing Restricted Stock Unit Award and agrees to the terms and conditions hereof, including the terms and provisions of the Plan. The undersigned hereby acknowledges receipt of a copy of the Plan and related prospectus.

PARTICIPANT

____________________________

Section 10: EX-10.9 (FORM OF PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT UNDER THE 2020 EQUITY INCENTIVE PLAN)

EXHIBIT 10.9

RESTRICTED STOCK UNIT AWARD

Granted by

DIME COMMUNITY BANCSHARES, INC.

under the

DIME COMMUNITY BANCSHARES, INC.
2020 EQUITY INCENTIVE PLAN

This restricted stock unit agreement ("Restricted Stock Unit Award" or "Agreement") is and will be subject in every respect to the provisions of the 2020 Equity Incentive Plan (the "Plan") of Dime Community Bancshares, 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 and related prospectus have been provided to each person granted a Restricted Stock Unit Award pursuant to the Plan. The holder of this Restricted Stock Unit Award (the "Participant") hereby accepts this Restricted Stock Unit 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 committee appointed to administer the Plan ("Committee") or the Board of Directors will be final, binding and conclusive upon the Participant and the Participant’s heirs, legal representatives, successors and permitted assigns. Capitalized terms used herein but not defined will have the same meaning as in the Plan.

For valuable consideration, the Company does hereby grant to the Participant a Restricted Stock Unit Award for the number of restricted stock units (the "Restricted Stock Units") as set forth below, effective on the Date of Grant set forth below. The Restricted Stock Units granted under this agreement shall, subject to the attainment of certain performance goals set forth below (the "Performance Goals"), relating to the Performance Measures, vest and become payable in shares of common stock of the Company (the "Shares"), subject to earlier expiration or termination of the Restricted Stock Units, as provided in this Agreement.

Name of Participant: _______________________

Date of Grant: _______________________

Name of Participant: _______________________

Date of Grant: _______________________
Performance Period: ____________________________

**Target Number of Restricted Stock Units:** The actual number of Shares that may become issuable pursuant to this Award shall be determined in accordance with Section 1 below. For purposes of the percentage calculations set forth in the Performance Goal Requirements section, the target number of Restricted Stock Units is ________.

1. **Vesting Schedule.** The number of Restricted Stock Units granted under this Agreement that actually vest and that will be settled shall be determined as provided under Section 1.1 hereof on the basis of the level (i.e., Target, Threshold or Stretch) at which the Performance Goal specified on attached Schedule I is actually attained.
1.1 Performance Goal Requirements. The attached Schedule I specifies the Performance Goals required to be attained during the Performance Period in order for the Restricted Stock Units to become eligible to vest and the relative weight attached to each Performance Goal. Within one hundred and twenty (120) days after the completion of the Performance Period, the Committee shall determine the actual level of attainment of the Performance Goal. On the basis of that determined level of attainment, the Target Number Restricted Stock Units will be multiplied by the applicable percentage determined in accordance with the percentile matrix set forth in Schedule I (the “Performance RSUs”). The number of Performance RSUs resulting from such calculation shall constitute the maximum number of Restricted Stock Units in which the Participant may vest under this Agreement. The Committee will determine in its sole discretion the extent, if any, to which the Performance Goal has been satisfied, and it will retain sole discretion to reduce the number of Performance RSUs that would otherwise be eligible to vest as a result of the performance as measured against the Performance Goal. The Committee may not increase the number of Performance RSUs that may be eligible to vest as a result of the Company’s performance as measured against the Performance Goal.

2. Dividend Equivalent Rights. Pending distribution or forfeiture of the Restricted Stock Units, the Participant’s bookkeeping account will be credited with Dividends Equivalent Rights with respect to all dividends declared on the shares underlying the Restricted Stock Units, regardless of whether the Restricted Stock Units are vested or unvested.

3. Form and Timing of Payment of Vested Units. Each Restricted Stock Unit Award represents the right to receive one Share of common stock on the date the Restricted Stock Unit Award vests. Subject to the other terms of this Agreement and the terms of the Plan, any Restricted Stock Units that vest will be paid to the Participant solely in whole Shares (and not in cash, as the Plan permits), on, or as soon as practicable after, the date the Restricted Stock Units vest in accordance with Section 1 hereof (or, if sooner, Sections 4.2-4.5 hereof), but in any event, within the period ending on the later to occur of the date that is two and one-half months following the end of (i) the Participant’s tax year that includes the date the Restricted Stock Units vest or (ii) the Company’s tax year that includes the date the Restricted Stock Units vest.

4. Termination of Employment; Change of Control.

4.1 Termination of Employment. Except as provided in Sections 4.2-4.5 below, the Restricted Stock Units subject to this Agreement shall immediately terminate and be automatically forfeited by the Participant to the Company upon the Participant’s Termination of Service for any reason, including without limitation, voluntary termination by the Participant.
4.2 Death. A portion of this Restricted Stock Unit Award shall vest immediately in the event of the Participant’s Termination of Service by reason of the Participant’s death. The portion of the Restricted Stock Unit Award that vests upon death shall equal the Target Number of Performance RSUs multiplied by a fraction, where the numerator equals the number of months that have elapsed since the Date of Grant and the denominator equals 36.

4.3 Disability. If the Participant’s Service terminates by reason of the Participant’s Disability, the Participant’s unvested Restricted Stock Unit Award shall continue to vest. The number of Restricted Stock Units that vest will be determined in accordance with Section 1.1 hereof, multiplied by a fraction, where the numerator equals the number of months that have elapsed since the Date of Grant and the denominator equals 36.

4.4 Other Termination. If the Participant’s Service terminates for reasons other than death, Disability, Cause or an Involuntary Termination following a Change in Control, on or after the Participant attains age [age], the Participant’s unvested Restricted Stock Unit Awards shall continue to vest. The number of Restricted Stock Units that vest will be determined in accordance with Section 1.1 hereof, multiplied by a fraction, where the numerator equals the number of months that have elapsed since the beginning of the performance period until the Termination of Service and the denominator equals 36.

4.5 Change in Control. A portion of this Restricted Stock Unit Award shall vest immediately in the event of the Participant’s Involuntary Termination following a Change in Control. The portion of the Restricted Stock Unit Award that vests upon an Involuntary Termination following a Change in Control shall be based on actual performance under Section 1.1 hereof. If the actual performance is not determinable, the number shall equal the Target Number of Performance RSUs multiplied by a fraction, where the numerator equals the number of months that have elapsed since the Date of Grant and the denominator equals 36.

5. Withholding. The Company shall collect federal, state and local income taxes and the employee portion of the FICA taxes (Social Security and Medicare) with respect to the Restricted Stock Units and any Dividend Equivalent Rights on such Restricted Stock Units paid to the Participant at the time the Restricted Stock Units vest. Unless the Participant delivers a separate check payable to the Company in the amount of the taxes required to be withheld from the Participant, the Company shall withhold those taxes from the Participant’s wages. The Participant hereby authorizes the Company to satisfy the withholding obligations by one or a combination of the following:

(a) withholding from the Participant’s wages or other cash compensation;

(b) withholding from proceeds of the sale of Shares issued in settlement of the vested Restricted Stock Units, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant’s behalf pursuant to this authorization), to the extent and in the manner permitted by all applicable securities laws, including making any necessary securities registration or taking any other necessary actions; or

(c) withholding in Shares to be issued in settlement of the vested Restricted Stock Units that number of whole Shares the fair market value of which (determined by reference to the
closing price of the common stock on the principal exchange on which the common stock trades on the date the withholding obligation arises, or if such date is not a trading date, on the next preceding trading date) is equal to the aggregate withholding obligation as determined by the Company and/or the Employer with respect to such Award.

6. Code Section 409A. The Restricted Stock Unit Award and payments made pursuant to this Agreement and the Plan are intended to qualify for an exemption from Code Section 409A. Notwithstanding any other provision in this Agreement and the Plan, the Company, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify this Agreement and/or the Plan so that the Restricted Stock Units granted to the Participant qualify for exemption from or comply with Code Section 409A; provided, however, that the Company makes no representations that the Restricted Stock Units shall be exempt from or comply with Code Section 409A and makes no undertaking to preclude Code Section 409A from applying to the Restricted Stock Units. Nothing in this Agreement or the Plan shall provide a basis for any person to take action against the Company or any affiliate based on matters covered by Code Section 409A, including the tax treatment of any amount paid or payable or Award made under this Agreement, and neither the Company nor any of its affiliates shall under any circumstances have any liability to any Participant or his or her estate or any other party for any taxes, penalties or interest imposed under Code Section 409A for any amounts paid or payable under this Agreement.

7. Nature of Grant. In accepting the Restricted Stock Units, the Participant acknowledges that: (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time; (b) grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units even if Restricted Stock Units have been granted repeatedly in the past; (c) all decisions with respect to future awards of Restricted Stock Units, if any, will be at the sole discretion of the Company; (d) the Participant’s participation in the Plan is voluntary; (e) Restricted Stock Units are extraordinary items that do not constitute regular compensation for services rendered to the Company or any Subsidiary, and that are outside the scope of the Participant’s employment contract, if any; (f) Restricted Stock Units and the Shares subject to Restricted Stock Units are not intended to replace any pension rights or compensation; (g) unless provided for elsewhere, Restricted Stock Units and the Shares subject to Restricted Stock Units are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, redundancy or end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or any Subsidiary; (h) the award of Restricted Stock Units and the Participant’s participation in the Plan shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary; (i) the future value of the underlying Shares is unknown and cannot be predicted with certainty; (j) in consideration of the award of Restricted Stock Units, no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from termination of employment with the Company or any Subsidiary (for any reason whatsoever and whether or not in breach of local labor laws), and the Participant irrevocably releases the Company and/or the Subsidiary from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to
have arisen, the Participant shall be deemed irrevocably to have waived his or her entitlement to pursue such claim; and (k) except as otherwise provided for in this Agreement or the Plan, in the event of involuntary termination of the Participant’s employment (whether or not in breach of local labor laws), the Participant’s right to receive Restricted Stock Units and vest under the Plan, if any, will terminate effective as of the date that the Participant’s Service is terminated and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of “garden leave” or similar period pursuant to local law), and the Company shall have the exclusive discretion to determine when the Participant is no longer actively employed for purposes of this Agreement.

8. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant’s participation in the Plan, or the Participant’s acquisition or sale of the underlying Shares. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding the Participant’s participation in the Plan before taking any action related to the Plan.

9. Undertaking. The Participant hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either the Participant or the Restricted Stock Units pursuant to the provisions of this Agreement.

10. Restrictions on Transfer. Notwithstanding anything in the Plan to the contrary, the Restricted Stock Units granted pursuant to this Award may not be sold, pledged (as collateral for a loan or as security for the performance of an obligation or for any other purpose), assigned, hypothecated, transferred, disposed of in exchange for consideration, made subject to attachment or similar proceedings, or otherwise disposed of under any circumstances.

11. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

12. No Rights as Shareholder. Except as provided in this Agreement, the Participant will not have dividend, voting or any other rights as a shareholder of the Shares of common stock with respect to the Restricted Stock Units. Upon payment of the vested Restricted Stock Units in Shares of common stock, the Participant will obtain full dividend, voting and other rights as a shareholder of the Company.

13. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

14. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant’s participation in the Plan, on the Restricted Stock Units and on any Shares of common stock acquired under the Plan, to the extent that the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Participant to sign any additional agreements or undertakings (as provided in Section 6 above) that may be necessary to accomplish the foregoing.
By the Participant's signature and the Company's signature below, the Participant and the Company agree that this grant is governed by this Agreement and the Plan.

[Signature Page Follows]
IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name and on its behalf as of the date of grant of this Restricted Stock Unit Award set forth above.

DIME COMMUNITY BANCORP INC.

By:______________________________

PARTICIPANT’S ACCEPTANCE

The undersigned hereby accepts the foregoing Restricted Stock Unit Award and agrees to the terms and conditions hereof, including the terms and provisions of the Plan. The undersigned hereby acknowledges receipt of a copy of the Plan and related prospectus.

Participant

7
SCHEDULE I

to
Restricted Stock Units Award Agreement
(Performance-Based)

PERFORMANCE GOAL

The Performance Goal shall be based on the Company’s attainment over the Performance Period of the Performance Measures (defined below). Attainment of the Performance Goal at the levels in the following performance matrix will determine, in accordance with Section 1.1 of the Agreement to which this Schedule I is attached, the number of Performance RSUs in which the Participant is eligible to vest.

The Objective Performance Goals are [described].

<table>
<thead>
<tr>
<th>RSU Award Payout</th>
<th>Value Assigned to Performance Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Performance Goal</th>
<th>Target</th>
<th>Threshold</th>
<th>Stretch</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 11: EX-23.2 (CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM)

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Dime Community Bancshares, Inc. and Subsidiaries of our report dated March 12, 2020 relating to the consolidated financial statements and effectiveness of internal control over financial reporting appearing in the Annual Report on Form 10-K of Dime Community Bancshares, Inc. and Subsidiaries for the year ended December 31, 2019.

/s/ Crowe LLP
Crowe LLP

Livingston, New Jersey
June 29, 2020