

As filed with the Securities and Exchange Commission on April 20, 2018

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

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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

Maryland
(State or Other Jurisdiction of
Incorporation or Organization)

38-3941859
(I.R.S. Employer Identification No.)

214 West First Street
Oswego, New York 13126
(Address of Principal Executive Offices)

Pathfinder Bancorp, Inc. 2016 Equity Incentive Plan
(Full Title of the Plan)

Copies to:

Mr. Thomas W. Schneider
President and Chief Executive Officer
Pathfinder Bancorp, Inc.
214 West First Street
Oswego, New York
(315) 343-0057
(Name, Address and Telephone
Number of Agent for Service)

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"):

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

Accelerated filer
Smaller reporting company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

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

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered ⁽¹⁾	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common stock, par value \$0.01 per share	302,796 ⁽²⁾	\$11.35 ⁽³⁾	\$3,436,735	\$428
Common stock, par value \$0.01 per share	66,251 ⁽⁴⁾	\$15.10 ⁽³⁾	\$1,000,391	\$125
Stock Options	263,605 ⁽⁵⁾	\$—	—	N/A ⁽⁵⁾

(1) Together with an indeterminate number of additional shares that may be necessary to adjust the number of shares reserved for issuance pursuant to the Pathfinder Bancorp, Inc. 2016 Equity Incentive Plan (the "Equity Plan") as a result of a stock split, stock dividend or similar adjustment of the outstanding common stock of Pathfinder Bancorp, Inc. (the "Company") pursuant to 17 C.F.R. Section 230.416(a) under the Securities Act of 1933, as amended (the "Securities Act").

(2) Represents the number of shares of common stock reserved for issuance under the Equity Plan with respect to grants of stock options and restricted stock.

(3) Determined pursuant to 17 C.F.R. Section 230.457(h)(1) of the Securities Act.

(4) Represents the number of stock options reserved for issuance under the Equity Plan for any future grants of stock options and restricted stock.

(5) Pursuant to 17 C.F.R. Section 230.457(h)(3) of the Securities Act, no registration fee is required to be paid.

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 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, 2017 (File No. 0001-36695), filed with the Commission on March 30, 2018 pursuant to Section 13(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act");
- b) All other reports filed by the Company pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the 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 October 16, 2014 (File No. 001-36695).

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 10 and 11 of the Articles of Incorporation of Pathfinder Bancorp, Inc. (the "Corporation") set forth circumstances under which directors, officers, employees and agents of the Company may be insured or indemnified against liability which they incur in their capacities as such.

ARTICLE 10. Indemnification, etc. of Directors and Officers.

A. Indemnification. The Corporation shall indemnify (1) its current and former directors and officers, whether serving the Corporation or at its request any other entity, to the fullest extent required or permitted by the MGCL now or hereafter in force, including the advancement of expenses under the procedures and to the fullest extent permitted by law, and (2) other employees and agents to such extent as shall be authorized by the Board of Directors and permitted by law; provided, however, that, except as provided in Section B of this Article 10 with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

B. Procedure. If a claim under Section A of this Article 10 is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall also be entitled to be reimbursed the expense of prosecuting or defending such suit. It shall be a defense to any action for advancement of expenses that the Corporation has not received both (i) an undertaking as required by law to repay such advances in the event it shall ultimately be determined that the standard of conduct has not been met and (ii) a written affirmation by the indemnitee of his good faith belief that the standard of conduct necessary for indemnification by the Corporation has been met. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard for indemnification set forth in the MGCL. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the MGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article 10 or otherwise shall be on the Corporation.

C. Non-Exclusivity. The rights to indemnification and to the advancement of expenses conferred in this Article 10 shall not be exclusive of any other right that any Person may have or hereafter acquire under any statute, these Articles, the Corporation's Bylaws, any agreement, any vote of stockholders or the Board of Directors, or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to insure itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such Person against such expense, liability or loss under the MGCL.

E. Miscellaneous. The Corporation shall not be liable for any payment under this Article 10 in connection with a claim made by any indemnitee to the extent such indemnitee has otherwise actually received payment under any insurance policy, agreement, or otherwise, of the amounts otherwise indemnifiable hereunder. The rights to indemnification and to the advancement of expenses conferred in Sections A and B of this Article 10 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

F. Limitations Imposed by Federal Law. Notwithstanding any other provision set forth in this Article 10, in no event shall any payments made by the Corporation pursuant to this Article 10 exceed the amount permissible under applicable federal law, including, without limitation, Section 18(k) of the Federal Deposit Insurance Act and the regulations promulgated thereunder.

Any repeal or modification of this Article 10 shall not in any way diminish any rights to indemnification or advancement of expenses of such director or officer or the obligations of the Corporation arising hereunder with respect to events occurring, or claims made, while this Article 10 is in force.

ARTICLE 11. Limitation of Liability. An officer or director of the Corporation, as such, shall not be liable to the Corporation or its stockholders for money damages, except (A) to the extent that it is proved that the Person actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received; or (B) to the extent that a judgment or other final adjudication adverse to the Person is entered in a proceeding based on a finding in the proceeding that the Person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding; or (C) to the extent otherwise provided by the MGCL. If the MGCL is amended to further eliminate or limit the personal liability of officers and directors, then the liability of officers and directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the MGCL, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such repeal or modification.

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Regulation S-K Exhibit Number</u>	<u>Document</u>	<u>Reference to Prior Filing or Exhibit No. Attached Hereto</u>
4	Form of Common Stock Certificate	*
5	Opinion of Luse Gorman, PC	Attached as Exhibit 5
10.1	Pathfinder Bancorp, Inc. 2016 Equity Incentive Plan	**
10.2	Form of Incentive Stock Option Award Agreement	Attached as Exhibit 10.2
10.3	Form of Non-Statutory Stock Option Award Agreement	Attached as Exhibit 10.3
10.4	Form of Restricted Stock Award Agreement	Attached as Exhibit 10.4
23.1	Consent of Luse Gorman, PC	Contained in Exhibit 5
23.2	Consent of Independent Registered Public Accounting Firm	Attached as Exhibit 23.2
24	Power of Attorney	Contained on Signature Page

* Incorporated by reference to Exhibit 4 to the Registration Statement on Form S-1 (Commission File No. 333-196676), originally filed by the Company under the Securities Act, with the Commission on June 11, 2014, and all amendments or reports filed for the purpose of updating such description.

** Incorporated by reference to Appendix A to the proxy statement for the Annual Meeting of Shareholders of Pathfinder Bancorp, Inc. (File No. 001-36695), filed by the Company under the Exchange Act on March 29, 2016.

Item 9. Undertakings

The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to the Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof;

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

4. That, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof;

5. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

6. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act, 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 Oswego, State of New York, on April 20, 2018.

PATHFINDER BANCORP, INC.

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

POWER OF ATTORNEY

We, the undersigned directors and officers of Pathfinder Bancorp, Inc. (the "Company") hereby severally constitute and appoint Thomas W. Schneider, as our true and lawful attorney and agent, to do any and all things in our names in the capacities indicated below which said Thomas W. Schneider 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 or restricted stock units under the Pathfinder Bancorp, Inc. 2016 Equity Incentive Plan, including specifically, but not limited to, power and authority to sign for us in our names in the capacities indicated below the registration statement and any and all amendments (including post-effective amendments) thereto; and we hereby approve, ratify and confirm all that said Thomas W. Schneider shall do or cause to be done by virtue thereof.

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

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Thomas W. Schneider</u> Thomas W. Schneider	President and Chief Executive Officer (Principal Executive Officer)	April 20, 2018
<u>/s/ James A. Dowd</u> James A. Dowd	Executive Vice President, Chief Operating Officer and Chief Financial Officer (Principal Financial Officer)	April 20, 2018
<u>/s/ Lisa A. Kimball</u> Lisa A. Kimball	Vice President and Controller (Principal Accounting Officer)	April 20, 2018
<u>/s/ David A. Ayoub</u> David A. Ayoub	Director	April 20, 2018
<u>/s/ William A. Barclay</u> William A. Barclay	Director	April 20, 2018
<u>/s/ Chris R. Burritt</u> Chris R. Burritt	Director	April 20, 2018
<u>/s/ John Funicello</u> John Funicello	Director	April 20, 2018
<u>/s/Adam C. Gagas</u> Adam C. Gagas	Director	April 20, 2018

/s/ George P. Joyce
George P. Joyce

Director

April 20, 2018

/s/ Melanie Littlejohn
Melanie Littlejohn

Director

April 20, 2018

/s/ John F. Sharkey
John F. Sharkey

Director

April 20, 2018

/s/ Lloyd Stemple
Lloyd Stemple

Director

April 20, 2018

**LUSE GORMAN, PC
ATTORNEYS AT LAW**

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

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

April 20, 2018

Board of Directors
Pathfinder Bancorp, Inc.
214 West First Street
Oswego, New York 13126

Re: Pathfinder Bancorp, Inc. – Registration Statement on Form S-8

Members of the Board of Directors:

You have requested the opinion of this firm as to certain matters in connection with the registration of 369,047 shares of common stock, par value \$0.01 per share (the "Shares"), of Pathfinder Bancorp, Inc. (the "Company") to be issued pursuant to the Pathfinder Bancorp, Inc. 2016 Equity Incentive Plan (the "Equity Plan").

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

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

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

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

Very truly yours,

/s/ Luse Gorman, PC
LUSE GORMAN, PC

STOCK OPTION

Granted by

PATHFINDER BANCORP, INC.

under the

PATHFINDER BANCORP, INC.
2016 EQUITY INCENTIVE PLAN

This stock option agreement ("**Option**" or "**Agreement**") is and will be subject in every respect to the provisions of the 2016 Equity Incentive Plan (the "**Plan**") of Pathfinder Bancorp, Inc. the "**Company**") which are incorporated herein by reference and made a part hereof, subject to the provisions of this Agreement. A copy of the Plan has been provided or made available to each person granted a stock option pursuant to the Plan. The holder of this Option (the "**Participant**") hereby accepts this Option, subject to all the terms and provisions of the Plan and this Agreement, and agrees that all decisions under and interpretations of the Plan and this Agreement by the Compensation Committee of the Board of Directors of the Company ("**Committee**") will be final, binding and conclusive upon the Participant and the Participant's heirs, legal representatives, successors and permitted assigns. Except where the context otherwise requires, the term "Company" will include the parent and all present and future subsidiaries of the Company as defined in Section 424(e) and 424(f) of the Internal Revenue Code of 1986, as amended from time to time (the "**Code**"). Capitalized terms used herein but not defined will have the same meaning as in the Plan. Any reference to the "Bank" herein shall refer to Pathfinder Bank and any reference to "Employer" shall mean either or both the Company and the Bank.

1. **Name of Participant:** _____
 2. **Date of Grant:** _____, 20__
 3. **Total number of shares of Company common stock, \$0.01 par value per share, that may be acquired pursuant to this Option:**

(subject to adjustment pursuant to Section 10 hereof).

· This is an Incentive Stock Option ("**ISO**") to the maximum extent permitted under Code Section 422(d).
 4. **Exercise price per share:** \$ _____
(subject to adjustment pursuant to Section 10 below)
 5. **Expiration Date of Option:** _____, 20__.
-

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

Date	Vested Portion of Award
_____, 20__	__%
_____, 20__	__%
_____, 20__	__%
_____, 20__	__%
_____, 20__	__%

This Option may not be exercised at any time on or after the Option's expiration date. Vesting will automatically accelerate pursuant to Sections 2.9 and 4.1 of the Plan (in the event of death or Disability or Involuntary Termination at or following a Change in Control).

7. **Exercise Procedure.**

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

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

In order to exercise the Option, please deliver the Notice of Exercise and payment (if applicable) to the Company at the following address:

Pathfinder Bancorp, Inc.
214 W. First St.
Oswego, New York 13126
Attention: [Edward J. Mervine, Esq.
Senior Vice President, General Counsel and Corporate Secretary]

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

8. **Delivery of Shares.**

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

9. **Change in Control.**

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

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

10. **Adjustment Provisions.**

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

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

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

- (i) **Death.** This Option will become exercisable as to all shares subject to an outstanding Award, whether or not then exercisable, in the event of the Participant's Termination of Service by reason of the Participant's death. This Option may thereafter be exercised by the Participant's legal representative or beneficiaries for a period of one (1) year from the date of death, subject to termination on the expiration date of this Option, if earlier.

- (ii) **Disability.** This Option will become exercisable as to all shares subject to an outstanding Award, whether or not then exercisable, in the event of the Participant's Termination of Service by reason of the Participant's Disability. This Option may thereafter be exercised for a period of one (1) year from the date of such Termination of Service by reason of Disability, subject to termination on the Option's expiration date, if earlier.

- (iii) **Retirement.** Vested Options may be exercised for a period of one (1) year from the date of Termination of Service by reason of Retirement, subject to termination on the Option's expiration date, if earlier (and, for purposes of clarity, non-vested Options will be forfeited on the date of Termination of Service by reason of Retirement). "Retirement" shall have the meaning set forth in Section 8.1(gg) of the Plan (i.e., retirement from employment as an Employee on or after attainment of age 65 or after attainment of age 55 with 15 years of Service). Options exercised more than three months following Retirement will not have ISO treatment.
- (iv) **Termination for Cause.** If the Participant's Service has terminated for Cause, all Options that have not been exercised will expire and be forfeited.
- (v) **Other Termination.** If the Participant's Service terminates for any reason other than due to death, Disability or Retirement, 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.

12. **Employee Covenants Regarding Confidentiality.**

In consideration for the receipt of this Award, the Participant agrees not to divulge, disclose, disseminate or make accessible to any employee, customer, vendor of the Company or the Bank or any affiliate, except to the extent requested to do so in writing by the Chief Executive Officer or General Counsel of the Company or the Bank, any information or details regarding this Award, or the fact of receipt of this Award, provided, however, that nothing in this Section shall prevent the disclosure by the Participant of any such information to the Participant's spouse, accountant, legal or financial advisor, and provided further, that nothing herein shall be intended to prevent any Participant who is deemed an "insider" under Section 16 of the Exchange Act from filing any forms or documents with any regulatory body, including the Securities Exchange Commission, regarding the receipt or exercise of the Award. The Participant hereby acknowledges that failure to comply with this Section may result in forfeiture of the Award.

13. **Miscellaneous.**

- 13.1 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.
- 13.2 This Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and the Participant.
- 13.3 Except as otherwise provided by the Committee, ISOs under the Plan are not transferable except (1) as designated by the Participant by will or by the laws of descent and distribution, (2) to a trust established by the Participant, or (3) between spouses incident to a divorce or pursuant to a domestic relations order, provided, however, that in the case of a transfer described under (3), the Option will not qualify as an ISO as of the day of such transfer.

- 13.4 This Agreement will be governed by and construed in accordance with the laws of the State of New York.
- 13.5 This Agreement is subject to all laws, regulations and orders of any governmental authority which may be applicable thereto and, notwithstanding any of the provisions hereof, the Participant agrees that he will not exercise the Option granted hereby nor will the Company be obligated to issue any shares of stock hereunder if the exercise thereof or the issuance of such shares, as the case may be, would constitute a violation by the Participant or the Company of any such law, regulation or order or any provision thereof.
- 13.6 The granting of this Option does not confer upon the Participant any right to be retained in the employ of the Company or any subsidiary.

[Signature Page to Follow]

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

PATHFINDER BANCORP, INC.

By: _____

Its: _____

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing Option and agrees to the terms and conditions hereof, including the terms and provisions of the 2016 Equity Incentive Plan. The undersigned hereby acknowledges receipt of a copy of the Company's 2016 Equity Incentive Plan.

PARTICIPANT

EXHIBIT A
NOTICE OF EXERCISE OF OPTION

I hereby exercise the stock option (the "Option") granted to me by Pathfinder Bancorp, Inc. (the "Company") or its affiliate, subject to all the terms and provisions set forth in the Stock Option Agreement (the "Agreement") and the Pathfinder Bancorp, Inc. 2016 Equity Incentive Plan (the "Plan") referred to therein, and notify you of my desire to purchase _____ shares of common stock of the Company ("Common Stock") for a purchase price of \$_____ per share.

I elect to pay the exercise price by:

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

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

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

- investment
- resale or distribution

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

Date: _____, _____.
_____ Participant's signature

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

STOCK OPTION

Granted by

PATHFINDER BANCORP, INC.

under the

PATHFINDER BANCORP, INC.
2016 EQUITY INCENTIVE PLAN

This stock option agreement ("**Option**" or "**Agreement**") is and will be subject in every respect to the provisions of the 2016 Equity Incentive Plan (the "**Plan**") of Pathfinder Bancorp, Inc. (the "**Company**") which are incorporated herein by reference and made a part hereof, subject to the provisions of this Agreement. A copy of the Plan has been provided or made available to each person granted a stock option pursuant to the Plan. The holder of this Option (the "**Participant**") hereby accepts this Option, subject to all the terms and provisions of the Plan and this Agreement, and agrees that all decisions under and interpretations of the Plan and this Agreement by the Compensation Committee of the Board of Directors of the Company ("**Committee**") will be final, binding and conclusive upon the Participant and the Participant's heirs, legal representatives, successors and permitted assigns. Capitalized terms used herein but not defined will have the same meaning as in the Plan. Any reference to the "Bank" herein shall refer to Pathfinder Bank and any reference to "Employer" shall mean either or both the Company and the Bank.

1. **Name of Participant:** _____

2. **Date of Grant:** _____, 20

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

(subject to adjustment pursuant to Section 10 hereof).

· This is a Non-Qualified Option.

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

5. **Expiration Date of Option:** _____, 20_____.

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



Date	Vested Portion of Award
_____, 20__	%
_____, 20__	%
_____, 20__	%
_____, 20__	%
_____, 20__	%

This Option may not be exercised at any time on or after the Option's expiration date. Vesting will automatically accelerate pursuant to Section 2.9 and 4.1 of the Plan (in the event of death or Disability or an Involuntary Termination at or following a Change in Control).

7. **Exercise Procedure.**

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

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

In order to exercise the Option, please deliver the Notice of Exercise and payment (if applicable) to the Company at the following address:

Pathfinder Bancorp, Inc.
 214 W. First St.
 Oswego, New York 13126
 Attention: Edward J. Mervine Esq.
 Senior Vice President, General Counsel and Corporate Secretary

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

8. **Delivery of Shares.**

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

9. **Change in Control.**

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

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

10. **Adjustment Provisions.**

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

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

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

- (i) **Death.** This Option will become exercisable as to all shares subject to an outstanding Award, whether or not then exercisable, in the event of the Participant's Termination of Service by reason of the Participant's death. This Option may thereafter be exercised by the Participant's legal representative or beneficiaries for a period of one (1) year from the date of death, subject to termination on the expiration date of this Option, if earlier.
- (ii) **Disability.** This Option will become exercisable as to all shares subject to an outstanding Award, whether or not then exercisable, in the event of the Participant's Termination of Service by reason of the Participant's Disability. This Option may thereafter be exercised for a period of one (1) year from the date of such Termination of Service by reason of Disability, subject to termination on the Option's expiration date, if earlier.

- (iii) **Retirement.** Vested Options may be exercised for a period of one (1) year from the date of Termination of Service by reason of Retirement, subject to termination on the Option's expiration date, if earlier (and, for purposes of clarity, non-vested Options will be forfeited on the date of Termination of Service by reason of Retirement). "Retirement" shall have the meaning set forth in Section 8.1(gg) of the Plan (i.e., retirement from employment as an Employee or Service as a Director on or after attainment of age 65 or after age 55 with 15 years of Service or, with respect to retirement as a Director only, on or after attainment of age 60 and 10 years of continuous Service).
- (iv) **Termination for Cause.** If the Participant's Service has been terminated for Cause, all Options that have not been exercised will expire and be forfeited.
- (v) **Other Termination.** If the Participant's Service terminates for any reason other than due to death, Disability, Retirement 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.

12. **Employee Covenant Regarding Confidentiality.**

In consideration for the receipt of this Award, if the Participant is an Employee, the Participant agrees not to divulge, disclose, disseminate or make accessible to any employee, customer, vendor of the Company or the Bank or any affiliate, except to the extent requested to do so in writing by the Chief Executive Officer or General Counsel of the Company or the Bank, any information or details regarding this Award, or the fact of receipt of this Award, provided, however, that nothing in this Section shall prevent the disclosure by the Participant of any such information to the Participant's spouse, accountant, legal or financial advisor, and provided further, that nothing herein shall be intended to prevent any Participant who is deemed an "insider" under Section 16 of the Exchange Act from filing any forms or documents with any regulatory body, including the Securities Exchange Commission, regarding the receipt or exercise of the Award. The Participant hereby acknowledges that failure to comply with this Section may result in forfeiture of the Award.

13. **Miscellaneous.**

- 13.1 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.
- 13.2 This Agreement may not be amended or otherwise modified unless evidenced in writing and signed by the Company and the Participant.
- 13.3 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.

- 13.4 This Agreement will be governed by and construed in accordance with the laws of the State of New York.
- 13.5 This Agreement is subject to all laws, regulations and orders of any governmental authority which may be applicable thereto and, notwithstanding any of the provisions hereof, the Participant agrees that he will not exercise the Option granted hereby nor will the Company be obligated to issue any shares of stock hereunder if the exercise thereof or the issuance of such shares, as the case may be, would constitute a violation by the Participant or the Company of any such law, regulation or order or any provision thereof.
- 13.6 The granting of this Option does not confer upon the Participant any right to be retained in the service of the Company or any subsidiary.

[Signature Page to Follow]

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

PATHFINDER BANCORP, INC.

By: _____

Its: _____

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing Option and agrees to the terms and conditions hereof, including the terms and provisions of the 2016 Equity Incentive Plan. The undersigned hereby acknowledges receipt of a copy of the Company's 2016 Equity Incentive Plan.

PARTICIPANT

EXHIBIT A
NOTICE OF EXERCISE OF OPTION

I hereby exercise the stock option (the "Option") granted to me by Pathfinder Bancorp, Inc. (the "Company") or its affiliate, subject to all the terms and provisions set forth in the Stock Option Agreement (the "Agreement") and the Pathfinder Bancorp, Inc. 2016 Equity Incentive Plan (the "Plan") referred to therein, and notify you of my desire to purchase _____ shares of common stock of the Company ("Common Stock") for a purchase price of \$_____ per share.

I elect to pay the exercise price by:

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

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

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

- investment
- resale or distribution

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

Date: _____, _____.
_____ Participant's signature

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

RESTRICTED STOCK AWARD

Granted by

PATHFINDER BANCORP, INC.

under the

PATHFINDER BANCORP, INC.
2016 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 2016 Equity Incentive Plan (the "**Plan**") of Pathfinder Bancorp, Inc. (the "**Company**") which are incorporated herein by reference and made a part hereof, subject to the provisions of this Agreement. A copy of the Plan has been provided or made available to each person granted a Restricted Stock Award pursuant to the Plan. The holder of this Restricted Stock Award (the "**Participant**") hereby accepts this Restricted Stock Award, subject to all the terms and provisions of the Plan and this Agreement, and agrees that all decisions under and interpretations of the Plan and this Agreement by the Committee appointed to administer the Plan ("**Committee**") or the Board will be final, binding and conclusive upon the Participant and the Participant's heirs, legal representatives, successors and permitted assigns. Except where the context otherwise requires, the term "Company" will include the parent and all present and future subsidiaries of the Company as defined in Section 424(e) and 424(f) of the Internal Revenue Code of 1986, as amended from time to time (the "**Code**"). Capitalized terms used herein but not defined will have the same meaning as in the Plan. Any reference to the "Bank" herein shall refer to Pathfinder Bank and any reference to "Employer" shall mean either or both the Company and the Bank.

1. **Name of Participant** _____
2. **Date of Grant:** _____, 20__
3. **Total number of shares of Company common stock, \$0.01 par value per share, covered by the Restricted Stock Award:**
(subject to adjustment pursuant to Section 9 hereof).
4. **Vesting Schedule.** Except as otherwise provided in this Agreement, this Restricted Stock Award first becomes earned in accordance with the vesting schedule specified herein.

Date	Vested Portion of Award
_____, 20__	__%
_____, 20__	__%
_____, 20__	__%
_____, 20__	__%
_____, 20__	__%

Vesting will automatically accelerate pursuant to Sections 2.9 and 4.1 of the Plan (in the event of death, Disability or Involuntary Termination at or following a Change in Control).

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

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

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

6. **Terms and Conditions.**

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

6.2 Any cash dividends or distributions declared with respect to shares of Stock subject to the Restricted Stock Award will be delayed and distributed to the Participant at the time the Restricted Stock vests. No dividend will be paid with respect to any Restricted Stock Award subject to performance-based vesting conditions unless and until the Participant vests in such Restricted Stock Award. Any stock dividends declared on shares of Stock subject to a Restricted Stock Award will be subject to the same restrictions and will vest at the same time as the shares of Restricted Stock from which said dividends were derived.

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 an Involuntary Termination at or following a Change in Control, all Restricted Stock Awards held by the Participant will become fully vested.

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

9. **Adjustment Provisions.**

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

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

10.1 This Restricted Stock Award will vest as follows:

- (i) **Death.** In the event of the Participant's Termination of Service by reason of the Participant's death, all Restricted Stock will vest as to all shares subject to an outstanding Award, whether or not immediately vested, at the date of Termination of Service.
- (ii) **Disability.** In the event of the Participant's Termination of Service by reason of Disability, all Restricted Stock will vest as to all shares subject to an outstanding Award, whether or not immediately vested, at the date of Termination of Service.
- (iii) **Retirement.** In the event of the Participant's Termination of Service by reason of the Participant's Retirement, any Restricted Stock award that has not vested as of the date of Termination of Service will expire and be forfeited. "Retirement" shall have the meaning set forth in Section 8.1(gg) of the Plan (i.e., retirement from employment as an Employee or Service as a Director on or after attainment of age 65 or after attainment of age 55 with 15 years of Service or, with respect to a Director only, retirement as a Director on or after attainment of the age 60 with 10 years of continuous Service).
- (iv) **Termination for Cause.** If the Participant's Service has been terminated for Cause, all Restricted Stock granted to a Participant that has not vested will expire and be forfeited.
- (iv) **Other Termination.** If a Participant terminates Service for any reason other than due to death, Disability, Retirement or for Cause, all shares of Restricted Stock awarded to the Participant which have not vested as of the date of Termination of Service will expire and be forfeited.

11. **Employee Covenant Regarding Confidentiality.**

In consideration for the receipt of this Award, if the Participant is an Employee, the Participant agrees not to divulge, disclose, disseminate or make accessible to any employee, customer, vendor of the Company or the Bank or any affiliate, except to the extent requested to do so in writing by the Chief Executive Officer or General Counsel of the Company or the Bank, any information or details regarding this Award, or the fact of receipt of this Award, provided, however, that nothing in this Section shall prevent the disclosure by the Participant of any such information to the Participant's spouse, accountant, legal or financial advisor, and provided further, that nothing herein shall be intended to prevent any Participant who is deemed an "insider" under Section 16 of the Exchange Act from filing any forms or documents with any regulatory body, including the Securities Exchange Commission, regarding the receipt of the Award. The Participant hereby acknowledges that failure to comply with this Section may result in forfeiture of the Award.

12. **Miscellaneous.**

- 12.1 No Restricted Stock Award will confer upon the Participant any rights as a stockholder of the Company prior to the date on which the individual fulfills all conditions for receipt of such rights.
- 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 Restricted Stock Awards are not transferable prior to the time such Awards vest in the Participant.
- 12.4 This Restricted Stock Award will be governed by and construed in accordance with the laws of the State of New York.
- 12.5 This Restricted Stock Award is subject to all laws, regulations and orders of any governmental authority which may be applicable thereto and, notwithstanding any of the provisions hereof, the Company will not be obligated to issue any shares of stock hereunder if the issuance of such shares would constitute a violation of any such law, regulation or order or any provision thereof.

[Signature Page Follows]

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

PATHFINDER BANCORP, INC.

By: _____
Its: _____

PARTICIPANT'S ACCEPTANCE*

The undersigned hereby accepts the foregoing Restricted Stock Award and agrees to the terms and conditions hereof, including the terms and provisions of the 2016 Equity Incentive Plan. The undersigned hereby acknowledges receipt of a copy of the Company's 2016 Equity Incentive Plan.

PARTICIPANT

*** You must signify your acceptance of the Award by signing and returning a copy of this Award Agreement to Edward J. Mervine, Esq., Senior Vice President, General Counsel and Corporate Secretary, within 10 business days of the Date of Grant specified on page 1. If you do not sign and return a copy of this Award Agreement within 10 business days, your Restricted Stock Award will be deemed forfeited.**

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Pathfinder Bancorp, Inc. of our report dated March 30, 2018, relating to the consolidated financial statements of Pathfinder Bancorp, Inc. as of December 31, 2017 and 2016, appearing in the Annual Report on Form 10-K for the year ended December 31, 2017 (File No. 001-36695).

/s/ BONADIO & CO., LLP

Bonadio & Co., LLP
Rochester, New York
April 20, 2018