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

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2024

OR

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

For the transition period from _______________ to _______________

Commission File No. 001-39180

Bogota Financial Corp.
(Exact Name of Registrant as Specified in Its Charter)

Maryland **(State or Other Jurisdiction of Incorporation or Organization)**	**84-3501231** **(I.R.S. Employer Identification No.)**
819 Teaneck Road **Teaneck, New Jersey** **(Address of Principal Executive Offices)**	**07666** **(Zip Code)**

(201) 862-0660
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value per share	**BSBK**	**The Nasdaq Stock Market, LLC**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such requirements for the past 90 days. Yes ☒ No ☐

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or 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 Exchange Act. (Check one)

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

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

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

As of May 14, 2024, there were 13,256,147 shares issued and outstanding of the registrant's common stock, par value $0.01 per share.

Bogota Financial Corp.
Form 10-Q

Table of Contents

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

BOGOTA FINANCIAL CORP.
CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION
(unaudited)

	As of March 31, 2024	As of December 31, 2023
Assets		
Cash and due from banks	$ 6,507,713	$ 13,567,115
Interest-bearing deposits in other banks	7,927,173	11,362,356
Cash and cash equivalents	14,434,886	24,929,471
Securities available for sale, at fair value	102,046,637	68,888,179
Securities held to maturity, net of allowance for securities credit losses of $ 35,000 and zero, respectively (fair value - $68,870,061 and $65,374,753, respectively)	76,462,289	72,656,179
Loans, net of allowance of $ 2,785,949 and $2,785,949, respectively	708,300,163	714,688,635
Premises and equipment, net	7,827,305	7,687,387
Federal Home Loan Bank (FHLB) stock and other restricted securities	7,788,500	8,616,100
Accrued interest receivable	4,036,718	3,932,785
Core deposit intangibles	192,066	206,116
Bank-owned life insurance	31,199,810	30,987,851
Other assets	8,574,556	6,731,500
Total Assets	$ 960,862,930	$ 939,324,203
Liabilities and Equity		
Non-interest bearing deposits	$ 29,775,170	$ 30,554,842
Interest bearing deposits	635,767,236	594,792,300
Total deposits	665,542,406	625,347,142
FHLB advances-short term	28,500,000	37,500,000
FHLB advances-long term	120,823,755	130,189,663
Advance payments by borrowers for taxes and insurance	2,998,852	2,733,709
Other liabilities	6,551,192	6,380,486
Total liabilities	824,416,205	802,151,000
Stockholders' Equity		
Preferred stock $0.01 par value 1,000,000 shares authorized, none issued and outstanding at March 31, 2024 and December 31, 2023	—	—
Common stock $0.01 par value, 30,000,000 shares authorized, 13,256,147 issued and outstanding at March 31, 2024 and 13,279,230 at December 31, 2023	132,461	132,792
Additional paid-in capital	56,090,019	56,149,915
Retained earnings	91,736,088	92,177,068
Unearned ESOP shares (403,082 shares at March 31, 2024 and 409,750 shares at December 31, 2023)	(4,746,497)	(4,821,798)
Accumulated other comprehensive loss	(6,765,346)	(6,464,774)
Total stockholders' equity	136,446,725	137,173,203
Total liabilities and stockholders' equity	$ 960,862,930	$ 939,324,203

See accompanying notes to unaudited consolidated financial statements.

BOGOTA FINANCIAL CORP.
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

	Three Months Ended March 31, 2024	Three Months Ended March 31, 2023
Interest income		
Loans, including fees	$ 8,207,392	$ 7,699,438
Securities		
Taxable	1,516,343	1,051,260
Tax-exempt	13,148	44,902
Other interest-earning assets	324,304	221,589
Total interest income	10,061,187	9,017,189
Interest expense		
Deposits	5,969,881	3,714,997
FHLB advances	1,440,069	777,354
Total interest expense	7,409,950	4,492,351
Net interest income	2,651,237	4,524,838
Provision for credit losses	35,000	—
Net interest income after provision for credit losses	2,616,237	4,524,838
Non-interest income		
Fees and service charges	58,587	52,152
Gain on sale of loans	—	13,225
Bank-owned life insurance	211,959	186,053
Other	28,532	31,849
Total non-interest income	299,078	283,279
Non-interest expense		
Salaries and employee benefits	2,158,565	2,162,369
Occupancy and equipment	371,117	382,787
FDIC insurance assessment	100,597	60,000
Data processing	303,605	277,097
Advertising	110,100	147,300
Director fees	155,700	159,337
Professional fees	196,785	149,250
Other	246,622	179,208
Total non-interest expense	3,643,091	3,517,348
(Loss) income before income taxes	(727,776)	1,290,769
Income tax (benefit) expense	(286,796)	298,062
Net (loss) income	$ (440,980)	$ 992,707
(Loss) earnings per Share - basic	$ (0.03)	$ 0.08
(Loss) earnings per Share - diluted	$ (0.03)	$ 0.08
Weighted average shares outstanding - basic	12,852,930	13,013,492
Weighted average shares outstanding - diluted	12,852,930	13,055,533

See accompanying notes to unaudited consolidated financial statements.

BOGOTA FINANCIAL CORP.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME
(unaudited)

	Three Months Ended March 31,	
	2024	**2023**
Net (loss) income	$ (440,980)	$ 992,707
Other comprehensive (loss) income:		
Net unrealized loss on securities available for sale:	(1,082,765)	(158,702)
Tax effect	304,365	44,610
Net of tax	(778,400)	(114,092)
Defined benefit retirement plans:		
Reclassification adjustment for amortization of prior service cost and net (loss) gain included in salaries and employee benefits	6,414	(23,016)
Tax effect	(3,309)	6,470
Net of tax	3,105	(16,546)
Derivatives:		
Unrealized gain on swap contracts accounted for as cash flow hedges	660,347	(160,713)
Tax effect	(185,624)	45,176
Net of tax	474,723	(115,537)
Total other comprehensive (loss) income	(300,572)	(246,175)
Comprehensive income (loss) income	$ (741,552)	$ 746,532

See accompanying notes to unaudited consolidated financial statements.

BOGOTA FINANCIAL CORP.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(unaudited)

	Common Stock Shares	Common Stock	Additional Paid-in Capital	Retained Earnings	Unearned ESOP shares	Accumulated Other Comprehensive Loss	Total Stockholders Equity
Balance January 1, 2023	13,699,016	$ 136,989	$59,099,476	$91,756,673	$(5,123,002)	$ (6,211,013)	$ 139,659,123
Adoption of ASU 326 credit losses	—	—	—	(222,140)	—	—	(222,140)
Net income	—	—	—	992,707	—	—	992,707
Other comprehensive loss	—	—	—	—	—	(246,175)	(246,175)
Stock based compensation	—	—	233,193	—	—	—	233,193
Stock purchased and retired	(126,660)	(1,266)	(1,401,568)	—	—	—	(1,402,834)
ESOP Shares released (25,789 shares)	—	—	(2,916)	—	75,301	—	72,385
Balance March 31, 2023	13,572,356	$ 135,723	$57,928,185	$92,527,240	$(5,047,701)	$ (6,457,188)	$ 139,086,259
Balance January 1, 2024	13,279,230	$ 132,792	$56,149,915	$92,177,068	$(4,821,798)	$ (6,464,774)	$ 137,173,203
Net loss	—	—	—	(440,980)	—	—	(440,980)
Other comprehensive loss	—	—	—	—	—	(300,572)	(300,572)
Restricted Stock Issuance	10,000	—	—	—	—	—	—
Stock based compensation	—	—	234,493	—	—	—	234,493
Stock purchased and retired	(33,083)	(331)	(269,364)	—	—	—	(269,695)
ESOP shares released (25,789 shares)	—	—	(25,025)	—	75,301	—	50,276
Balance March 31, 2024	13,256,147	$ 132,461	$56,090,019	$91,736,088	$(4,746,497)	$ (6,765,346)	$ 136,446,725

See accompanying notes to unaudited consolidated financial statements.

BOGOTA FINANCIAL CORP.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	For the three months ended March 31,	
	2024	2023
Cash flows from operating activities		
Net income	$ (440,980)	$ 992,707
Adjustments to reconcile net income to net cash (used for) provided by operating activities:		
Amortization of intangible assets	(30,000)	(29,410)
Provision for credit losses	35,000	—
Depreciation of premises and equipment	126,169	125,591
Amortization (accretion) of deferred loan (fees) costs, net	56,577	96,560
Amortization of premiums and accretion of discounts on securities, net	5,000	6,893
Deferred income tax (benefit)	(546,536)	—
Gain on sale of loans	—	(13,225)
Proceeds from sale of loans	—	649,225
Origination of loans held for sale	—	(636,000)
Increase in cash surrender value of bank owned life insurance	(211,959)	(186,052)
Employee stock ownership plan expense	50,276	72,385
Stock based compensation	234,493	233,193
Changes in:		
Accrued interest receivable	(103,933)	189,423
Net changes in other assets	(2,225,520)	(536,090)
Net changes in other liabilities	170,706	251,534
Net cash (used for) provided by operating activities	(2,880,707)	1,216,734
Cash flows from investing activities		
Purchases of securities held to maturity	(4,902,000)	—
Purchases of securities available for sale	(39,914,051)	(1,000,000)
Maturities, calls, and repayments of securities available for sale	7,838,538	2,883,794
Maturities, calls, and repayments of securities held to maturity	1,060,890	220,103
Net decrease in loans	6,296,895	6,898,525
Purchases of premises and equipment	(266,087)	(93,555)
Purchase of FHLB stock	(1,282,500)	(2,024,300)
Redemption of FHLB stock	2,110,100	1,596,600
Net cash (used in) provided by investing activities	(29,058,215)	8,481,167
Cash flows from financing activities		
Net increase (decrease) in deposits	40,195,264	(10,685,712)
Net decrease in short-term FHLB advances	(9,000,000)	(22,500,000)
Proceeds from long-term FHLB non-repo advances	10,000,000	36,000,000
Repayments of long-term FHLB non-repo advances	(19,365,908)	(3,773,064)
Repurchase of common stock	(269,695)	(1,402,834)
Net increase in advance payments from borrowers for taxes and insurance	265,143	325,070
Net cash provided by (used in) financing activities	21,824,804	(2,036,540)
Net (decrease) increase in cash and cash equivalents	(10,114,118)	7,661,361
Cash and cash equivalents at beginning of year	24,929,471	16,840,917
Cash and cash equivalents at March 31,	$ 14,815,353	$ 24,502,278
Supplemental cash flow information		
Income taxes paid	$ —	$ —
Interest paid	7,409,950	4,359,274

See accompanying notes to unaudited consolidated financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations and Principles of Consolidation : On January 15, 2020, Bogota Financial Corp. (the "Company," "we" or "our") became the mid-tier stock holding company for Bogota Savings Bank (the "Bank") in connection with the reorganization of Bogota Savings Bank into the two-tier mutual holding company structure. The Company completed its stock offering in connection with the mutual holding company reorganization of the Bank on January 15, 2020. Shares of the Company's common stock began trading on January 16, 2020 on the Nasdaq Capital Market under the trading symbol "BSBK."

The Bank maintains two subsidiaries. Bogota Securities Corp. was formed for the purpose of buying, selling and holding investment securities. Bogota Properties, LLC was inactive at March 31, 2024 and December 31, 2023.

The Bank generally originates residential, commercial and consumer loans to, and accepts deposits from, customers in New Jersey. The debtors' ability to repay the loans is dependent upon the region's economy and the borrowers' circumstances. The Bank is also subject to the regulations of certain federal and state agencies and undergoes periodic examination by those regulatory authorities.

Reclassifications: Some items in the prior year financial statements were reclassified to conform to the current presentation. Reclassifications had no effect on prior year net income or stockholders' equity.

Earnings per Share: Basic earnings per share ("EPS") is computed by dividing net income available to common stockholders by the weighted average number of common shares outstanding during the period. For purposes of calculating basic EPS, weighted average common shares outstanding excludes unallocated employee stock ownership plan shares that have not been committed for release and non-vested shares of restricted stock. Diluted EPS is computed using the same method as basic EPS, except it also reflects the potential dilution which could occur if stock options were exercised and converted into common stock. The potentially diluted shares would then be included in the weighted average number of shares outstanding for the period using the treasury stock method. For the three months ended March 31, 2024 and March 31, 2023, options to purchase 523,619 common shares with an exercise price of $10.45 were outstanding but were not included in the computation of diluted earnings per common share because to do so would be anti-dilutive. Anti-dilutive options are those options with exercise prices in excess of the weighted average market value for the periods presented.

The following is a reconciliation of the numerators and denominators of the basic and diluted earnings per share calculations for the three months ended March 31, 2024 and 2023.

	For the three months ended March 31, 2024	For the three months ended March 31, 2023
Numerator		
Net (loss) income	$ (440,980)	$ 992,707
Denominator:		
Weighted average shares outstanding - basic	12,852,930	13,013,492
Effect of stock options	—	42,041
Weighted average shares outstanding - diluted	12,852,930	13,055,533
Earnings per common share:		
Basic	$ (0.03)	$ 0.08
Diluted	(0.03)	0.08

Use of Estimates: To prepare financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP"), management makes estimates and assumptions based on available information. These estimates and assumptions affect the amounts reported in the financial statements and the disclosures provided, and actual results could differ under different conditions than those assumed.

Basis of Presentation: The accompanying unaudited consolidated financial statements have been prepared in conformity with GAAP for interim financial information and pursuant to the requirements for reporting in Article 10 of Regulation S-X of the Securities Exchange Act of 1934, as amended. The Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") contains provisions that, among other things, reduce certain reporting requirements for qualifying public companies. As an "emerging growth company," we may delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies. We intend to take advantage of the benefits of this extended transition period. Accordingly, our financial statements may not be comparable to companies that comply with such new or revised accounting standards. These financial statements include the accounts of the Company, the Bank and its subsidiaries, and all significant intercompany balances and transactions are eliminated in consolidation.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions based on available information. In the opinion of management, all adjustments (consisting of normal recurring adjustments) and disclosures necessary for the fair presentation of the accompanying consolidated financial statements have been included. The results of operations for any interim periods are not necessarily indicative of the results which may be expected for the entire year or any other period.

NOTE 1 – **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (continued)

The unaudited financial statements and other financial information contained in this Quarterly Report on Form 10-Q should be read in conjunction with the audited financial statements, and related notes, of the Company at and for the year ended December 31, 2023.

Not yet effective Accounting Pronouncements:

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (TOPIC 280): Improvements to Reportable Segment Disclosures, which requires public entities to disclose information about their reportable segments' significant expenses on an interim and annual basis. This ASU is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. Public entities are required to adopt the changes retrospectively, recasting each prior period disclosure for which a comparative income statement is presented in the period of adoption. This update is not expected to have a material impact on the Company's financial statements.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which provides for improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid information. This guidance is effective for public business entities for annual periods beginning after December 15, 2024. This Update is not expected to have a material impact on the Company's financial statements.

Table of Contents

NOTE 2 – SECURITIES AVAILABLE FOR SALE

The following table summarizes the amortized cost, fair value, and gross unrealized gains and losses of securities available for sale, by contractual maturity, at March 31, 2024 and December 31, 2023:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
March 31, 2024				
U.S. government and agency obligations				
One through five years	$ 6,000,000	$ —	$ (455,028)	$ 5,544,972
Corporate bonds due in:				
Less than one year	3,000,000	2,772	(31,244)	2,971,528
One through five years	8,275,541	4,170	(212,258)	8,067,453
Five through ten years	1,000,000	—	(154,670)	845,330
MBSs – residential	75,461,138	6,124	(6,640,830)	68,826,432
MBSs – commercial	18,628,370	—	(2,837,448)	15,790,922
Total	$ 112,365,049	$ 13,066	$ (10,331,478)	$ 102,046,637

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
December 31, 2023				
U.S. government and agency obligations				
One through five years	6,000,000	—	(454,599)	5,545,401
Corporate bonds due in:				
Less than one year	3,000,000	—	(44,230)	2,955,770
One through five years	8,264,973	—	(247,937)	8,017,036
Five through ten years	1,000,000	—	(154,050)	845,950
MBS – residential	41,105,143	5,182	(5,703,143)	35,407,182
MBS – commercial	18,753,711	—	(2,636,871)	16,116,840
Total	$ 78,123,827	$ 5,182	$ (9,240,830)	$ 68,888,179

All of the mortgaged-backed securities ("MBSs") are issued by the following government sponsored agencies: Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA") and Government National Mortgage Association ("GNMA").

There were no sales of securities during the three months ended March 31, 2024 or March 31, 2023.

The age of unrealized losses and the fair value of related securities as of March 31, 2024 and December 31, 2023 were as follows:

	Less Than 12 Months		12 Months or More		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
March 31, 2024						
U.S. government and agency obligations	$ —	$ —	$ 6,000,000	$ (455,028)	$ 6,000,000	$ (455,028)
Corporate bonds	—	—	8,269,297	(398,172)	8,269,297	(398,172)
MBSs – residential	35,182,445	(384,611)	39,726,090	(6,256,219)	74,908,535	(6,640,830)
MBSs – commercial	—	—	18,628,370	(2,837,448)	18,628,370	(2,837,448)
Total	$ 35,182,445	$ (384,611)	$ 72,623,757	$ (9,946,867)	$ 107,806,202	$ (10,331,478)

	Less Than 12 Months		12 Months or More		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
December 31, 2023						
U.S. government and agency obligations	$ —	$ —	$ 5,545,401	$ (454,599)	$ 5,545,401	$ (454,599)
Corporate bonds	1,999,940	(60)	9,818,816	(446,157)	11,818,756	(446,217)
MBSs – residential	-	-	34,829,468	(5,703,143)	34,829,468	(5,703,143)
MBSs – commercial	-	-	16,116,840	(2,636,871)	16,116,840	(2,636,871)
Total	$ 1,999,940	$ (60)	$ 66,310,525	$ (9,240,770)	$ 68,310,465	$ (9,240,830)

BOGOTA FINANCIAL CORP.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

NOTE 2 – SECURITIES AVAILABLE FOR SALE (Continued)

Unrealized losses on corporate bonds available for sale are not considered to be credit losses because the issuer bonds are of high credit quality, management does not intend to sell and it is likely that management will not be required to sell the securities prior to their anticipated recovery, and the decline in fair value was largely due to changes in interest rates and other market conditions. At March 31, 2024, 100% of the mortgage-backed securities were issued by U.S. government-sponsored entities and agencies, primarily FNMA and FHLMC, institutions which the government has affirmed its commitment to support. Because the decline in fair value was attributable to changes in interest rates and illiquidity, and not credit quality, and because the Bank does not have the intent to sell these mortgage-backed securities and it is likely that it will not be required to sell the securities before their anticipated recovery, the Bank does not consider these losses to be credit-related at March 31, 2024. As of March 31, 2024, no ACL was required on available-for-sale securities. At March 31, 2024 and December 31, 2023, securities available for sale with a carrying value of $ 109,563 and $113,415 were pledged to secure public deposits. There were 44 securities in a loss position at March 31, 2024.

NOTE 3 – SECURITIES HELD TO MATURITY

The following table summarizes the amortized cost, fair value, and gross unrecognized gains and losses of securities held to maturity by contractual maturity at March 31, 2024 and December 31, 2023:

	Amortized Cost	Gross Unrecognized Gains	Gross Unrecognized Losses	Fair Value
March 31, 2024				
U.S. Government and agency obligations due in:				
Less than one year	$ 10,000,000	$ —	$ (274,530)	$ 9,725,470
Five through ten years	3,000,000	—	(393,240)	2,606,760
Corporate bonds due in:				
One through five years	7,185,926	32,975	(146,900)	7,072,001
Five through ten years	15,550,427	24,481	(2,232,008)	13,342,900
Greater than ten years	4,297,998	61,867	—	4,359,865
Municipal obligations due in:				
One through five years	901,360	—	(50,077)	851,283
Five through ten years	1,590,376	—	(193,193)	1,397,183
Greater than ten years	507,466	—	(108,216)	399,250
MBSs:				
Residential	16,482,616	17,528	(1,511,977)	14,988,167
Commercial	16,981,120	—	(2,853,938)	14,127,182
Total	$ 76,497,289	$ 136,851	$ (7,764,079)	$ 68,870,061

	Amortized Cost	Gross Unrecognized Gains	Gross Unrecognized Losses	Fair Value
December 31, 2023				
U.S. Government and agency obligations				
One through five years	$ 10,000,000	$ —	$ (314,240)	$ 9,685,760
Five through ten years	3,000,000	—	(372,885)	2,627,115
Corporate bonds due in:				
One through five years	6,431,007	—	(52,685)	6,378,322
Five through ten years	16,294,604	38,684	(2,074,007)	14,259,281
Greater than ten years	4,287,941	—	(441)	4,287,500
Municipal obligations due in:				
One through five years	901,597	—	(55,102)	846,495
Five through ten years	1,591,199	784	(160,655)	1,431,328
Greater than ten years	507,716	—	(103,356)	404,360
MBSs:				
Residential	12,484,366	7,223	(1,457,104)	11,034,485
Commercial	17,157,749	—	(2,737,642)	14,420,107
Total	$ 72,656,179	$ 46,691	$ (7,328,117)	$ 65,374,753

Effective January 1, 2023, the Company adopted ASC 326, which requires management to complete an evaluation of the held-to-maturity securities portfolio to identify whether any ACL is required. Management completed an evaluation as of March 31, 2024 and December 31, 2023, the results of which are presented in the below table which summarizes the allowance and provision for credit losses related to the Company's held-to-maturity securities portfolio by type:

	U.S. government and agency obligations	Corporate bonds	Municipal obligations	MBS – residential	MBS – commercial	Total
Three months						
March 31, 2024						
Allowance for credit losses:						
Beginning balance	$ —	$ —	$ —	$ —	$ —	$ —
Provision for credit losses	—	35,000	—	—	—	35,000
Securities losses	—	—	—	—	—	—
Recoveries	—	—	—	—	—	—
Total ending allowance balance	$ —	$ 35,000	$ —	$ —	$ —	$ 35,000

	U.S. government and agency obligations	Corporate bonds	Municipal obligations	MBS – residential	MBS – commercial	Total
March 31, 2023						
Allowance for credit losses:						
Beginning balance	$ —	$ —	$ —	$ —	$ —	$ —
Impact of ASC 326 adoption	—	—	—	—	—	—
Provision for credit losses	—	—	—	—	—	—
Securities losses	—	—	—	—	—	—
Recoveries	—	—	—	—	—	—
Total ending allowance balance	$ —	$ —	$ —	$ —	$ —	$ —

All of the MBSs are issued by the following government sponsored agencies: FHLMC, FNMA and GNMA.

NOTE 3 – **SECURITIES HELD TO MATURITY** (Continued)

The credit rating and the fair value of related securities were as follows:

	U.S. government and agency obligations	Corporate bonds	Municipal obligations	MBS – residential	MBS – commercial
March 31, 2024					
Credit Rating					
AAA/AA/A	$ 12,332,230	$ 3,691,526	$ 2,647,718	$ 14,988,167	$ 14,127,182
BBB/BB/B	—	6,510,540	—	—	—
Lower than B	—	—	—	—	—
Not Rated	—	14,572,698	—	—	—
Total	$ 12,332,230	$ 24,774,764	$ 2,647,718	$ 14,988,167	$ 14,127,182

	U.S. government and agency obligations	Corporate bonds	Municipal obligations	MBS – residential	MBS – commercial
December 31, 2023					
Credit Rating					
AAA/AA/A	$ 12,312,875	$ 11,469,219	$ 2,682,183	$ 11,034,485	$ 14,420,107
BBB/BB/B	—	4,999,038	—	—	—
Lower than B	—	—	—	—	—
Not Rated	—	8,456,846	—	—	—
Total	$ 12,312,875	$ 24,925,103	$ 2,682,183	$ 11,034,485	$ 14,420,107

The fair value is expected to recover as the securities approach maturity. At March 31, 2024 and December 31, 2023, securities held to maturity with a carrying amount of $1,471,048 and $1,589,747, respectively, were pledged to secure repurchase agreements at the Federal Home Loan Bank of New York. There were 54 securities in a loss position at March 31, 2024. At March 31, 2024 and December 31, 2023, securities held to maturity with a carrying value of $4,893,571 and $4,976,927, respectively, were pledged to secure public deposits.

NOTE 4 – **LOANS**

Loans are summarized as follows at March 31, 2024 and December 31, 2023:

	March 31, 2024	December 31, 2023
	(unaudited)	
Real estate:		
Residential First Mortgage	$ 481,889,659	$ 486,052,422
Commercial Real Estate	105,959,762	99,830,514
Multi-Family Real Estate	75,747,749	75,612,566
Construction	41,160,057	49,302,040
Commercial and Industrial	6,284,264	6,658,370
Consumer	44,621	18,672
Total loans	711,086,112	717,474,584
Allowance for credit losses	(2,785,949)	(2,785,949)
Net loans	$ 708,300,163	$ 714,688,635

NOTE 4 – **LOANS** (Continued)

The Bank has granted loans to officers and directors of the Bank. At March 31, 2024 and December 31, 2023, such loans totaled $2,042,728 and $1,610,688, respectively. At March 31, 2024 and December 31, 2023, deferred loan fees were $2,780,716 and $2,873,724, respectively.

The following table presents the activity in the allowance for credit losses by portfolio segment for the three months ended March 31, 2024 and March 31, 2023.

	Residential First Mortgage	Commercial Real Estate	Multi-Family Real Estate	Construction	Commercial and Industrial	Consumer	Total
Three Months Ended March 31, 2024							
Allowance for credit losses:							
Beginning balance	$ 1,851,969	$ 437,180	$ 317,300	$ 157,500	$ 22,000	$ —	$ 2,785,949
Provision for (recovery) of credit losses	7,380	26,920	400	(33,400)	(1,300)	—	—
Loans charged off	—	—	—	—	—	—	—
Recoveries	—	—	—	—	—	—	—
Total ending allowance balance	$ 1,859,349	$ 464,100	$ 317,700	$ 124,100	$ 20,700	$ —	$ 2,785,949

	Residential First Mortgage	Commercial Real Estate	Multi-Family Real Estate	Construction	Commercial and Industrial	Consumer	Total
March 31, 2023							
Allowance for credit losses:							
Beginning balance	$ 1,602,534	$ 381,180	$ 234,300	$ 258,500	$ 3,960	$ 97,700	$ 2,578,174
Impact of ASC 326 adoption	113,969	141,797	25,469	1,500	40	—	282,775
Provision for (recovery) of loan losses	198,444	(99,975)	18,231	(19,000)	—	(97,700)	—
Loans charged off	—	—	—	—	—	—	—
Recoveries	—	—	—	—	—	—	—
Total ending allowance balance	$ 1,914,947	$ 423,002	$ 278,000	$ 241,000	$ 4,000	$ —	$ 2,860,949

NOTE 4 – LOANS (Continued)

The following table presents the balance in the allowance for loan losses and the recorded investment in loans by portfolio segments and based on impairment method as of March 31, 2024 and December 31, 2023:

	Nonaccrual loans beginning of period	Nonaccrual loans end of period	Nonaccrual with no Allowance for Credit Loss	Loans Past Due 90 Days or More Still Accruing	Interest recognized on nonaccrual loans
March 31, 2024					
Residential First Mortgage	$ 1,432,072	$ 1,088,605	$ 1,088,605	$ —	$ —
Commercial Real Estate	450,392	450,392	450,392	—	—
Construction	10,893,713	10,893,713	10,893,713	—	—
Consumer	—	—	—	—	—
Total	$ 12,776,177	$ 12,432,710	$ 12,432,710	$ —	$ —

	Nonaccrual loans beginning of period	Nonaccrual loans end of period	Nonaccrual with no Allowance for Credit Loss	Loans Past Due 90 Days or More Still Accruing	Interest recognized on nonaccrual loans
December 31, 2023					
Residential First Mortgage	$ 819,590	$ 1,432,072	$ 1,432,072	$ —	$ —
Commercial Real Estate	—	450,392	450,392	$ —	$ —
Construction	—	10,893,713	10,893,713	—	—
Consumer	37,069	—	—	—	—
Total	$ 856,659	$ 12,776,177	$ 12,776,177	$ —	$ —

Collateral - dependent loans individually evaluated with the ACL by collateral type were as follows at March 31, 2024and December 31, 2023:

March 31, 2024

Portfolio segment	**Real estate**	**Other**
Residential First Mortgage	$ 1,088,605	$ —
Commercial Real Estate	450,392	—
Multi-Family Real Estate	—	—
Construction	10,893,713	—
Commercial and Industrial	—	—
Other Consumer	—	—
	$ 12,432,710	$ —

December 31, 2023

Portfolio segment	**Real estate**	**Other**
Residential First Mortgage	$ 1,432,072	$ —
Commercial Real Estate	450,392	—
Multi-Family Real Estate	—	—
Construction	10,893,713	—
Commercial and Industrial	—	—
Other Consumer	—	—
	$ 12,776,177	$ —

Interest income recognized during impairment and cash-basis interest income for the three months ended March 31, 2023 was nominal.

NOTE 4 – **LOANS** (Continued)

No nonaccrual loans have specific reserves as of March 31, 2024 and the Bank had no other real estate owned at either March 31, 2024 or December 31, 2023.

The following table presents the aging of the recorded investment in past due loans as of March 31, 2024 and December 31, 2023, by class of loans:

	30-59 Days Past Due	60-89 Days Past Due	Greater than 89 Days Past Due	Total Past Due	Loans Not Past Due	Total
March 31, 2024						
Residential First Mortgage	$ —	$ 788,796	$ 541,151	$ 1,329,947	$ 480,559,712	$ 481,889,659
Commercial Real Estate	766,109	—	450,392	1,216,501	104,743,261	105,959,762
Multi-Family Real Estate	—	—	—	—	75,747,749	75,747,749
Construction	—	—	10,893,713	10,893,713	30,266,344	41,160,057
Commercial and Industrial	—	—	—	—	6,284,264	6,284,264
Consumer	—	—	—	—	44,621	44,621
Total	$ 766,109	$ 788,796	$ 11,885,256	$ 13,440,161	$ 697,645,951	$ 711,086,112

	30-59 Days Past Due	60-89 Days Past Due	Greater than 89 Days Past Due	Total Past Due	Loans Not Past Due	Total
December 31, 2023						
Residential First Mortgage	$ —	$ 297,118	$ 964,806	$ 1,261,924	$ 484,790,498	$ 486,052,422
Commercial Real Estate	—	—	450,392	450,392	99,380,122	99,830,514
Multi-Family Real Estate	—	—	—	—	75,612,566	75,612,566
Construction	—	—	10,893,713	10,893,713	38,408,327	49,302,040
Commercial and Industrial	—	—	—	—	6,658,370	6,658,370
Consumer	—	—	—	—	18,672	18,672
Total	$ —	$ 297,118	$ 12,308,911	$ 12,606,029	$ 704,868,555	$ 717,474,584

Loans greater than 89 days past due and loans on non-accrual are considered to be non-performing.

Credit Quality Indicators

The Bank categorizes loans into risk categories based on relevant information about the ability of borrowers to service their debt such as: current financial information, historical payment experience, credit documentation, public information, and current economic trends, among other factors. The Bank analyzes loans individually by classifying the loans as to credit risk. Commercial and multi-family real estate, commercial and industrial and construction loans are graded on an annual basis. Residential and consumer loans are primarily evaluated based on performance. Refer to the immediately preceding table for the aging of the recorded investment of these loan segments. The Bank uses the following definitions for risk ratings:

Special Mention – Loans classified as special mention have a potential weakness that deserves management's close attention. If left uncorrected, these potential weaknesses may result in deterioration of the repayment prospects for the loan or of the institution's credit position at some future date.

Substandard – Loans classified as substandard are inadequately protected by the current net worth and paying capacity of the obligor or of the collateral pledged, if any. Loans so classified have a well-defined weakness or weaknesses that jeopardize the liquidation of the debt. They are characterized by the distinct possibility that the institution will sustain some loss if the deficiencies are not corrected.

Doubtful – Loans classified as doubtful have all the weaknesses inherent in those classified as substandard, with the added characteristic that the weaknesses make collection or liquidation in full, on the basis of currently existing facts, conditions, and values, highly questionable and improbable.

Loans not meeting the criteria above are considered to be Pass rated loans.

NOTE 4 – **LOANS** (Continued)

The following table presents loans, by risk category, loan class and year of origination as of March 31, 2024 and December 31, 2023:

	Term Loans by Origination Year							
March 31, 2024	**2024**	**2023**	**2022**	**2021**	**2020**	**Prior**	**Revolving Loans**	**Totals**
Residential First Mortgage								
Pass	$5,067,425	$5,105,963	$110,617,700	$37,227,542	$28,723,975	$136,082,723	$157,688,330	$480,513,658
Special Mention	—	—	—	—	186,301	640,443	98,637	925,381
Substandard	—	—	—	—	—	166,530	284,090	450,620
Doubtful	—	—	—	—	—	—	—	—
Total	5,067,425	5,105,963	110,617,700	37,227,542	28,910,276	136,889,696	158,071,057	481,889,659
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Commercial Real Estate								
Pass	315,350	—	3,048,226	—	6,773,017	16,939,549	78,433,228	105,509,370
Special Mention	—	—	—	—	—	—	—	—
Substandard	—	—	—	—	—	—	450,392	450,392
Doubtful	—	—	—	—	—	—	—	—
Total	315,350	—	3,048,226	—	6,773,017	16,939,549	78,883,620	105,959,762
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Multi-Family Real Estate								
Pass	677,451	—	2,338,090	—	1,148,651	2,067,713	69,515,844	75,747,749
Special Mention	—	—	—	—	—	—	—	—
Substandard	—	—	—	—	—	—	—	—
Doubtful	—	—	—	—	—	—	—	—
Total	677,451	—	2,338,090	—	1,148,651	2,067,713	69,515,844	75,747,749
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Construction								
Pass	—	—	—	—	—	—	30,266,344	30,266,344
Special Mention	—	—	—	—	—	—	—	—
Substandard	—	—	—	—	—	—	10,893,713	10,893,713
Doubtful	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	41,160,057	41,160,057
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Commercial and Industrial								
Pass	—	229,826	—	—	525,005	37,962	5,491,471	6,284,264
Special Mention	—	—	—	—	—	—	—	—
Substandard	—	—	—	—	—	—	—	—
Doubtful	—	—	—	—	—	—	—	—
Total	—	229,826	—	—	525,005	37,962	5,491,471	6,284,264
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Consumer								
Pass	34,485	—	—	—	—	—	9,905	44,390
Special Mention	—	—	—	—	—	—	—	—
Substandard	—	—	—	—	—	—	231	231
Doubtful	—	—	—	—	—	—	—	—
Total	34,485	—	—	—	—	—	10,136	44,621
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Total loans	$6,094,711	$5,335,789	$116,004,016	$37,227,542	$37,356,949	$155,934,920	$353,132,185	$711,086,112

	Term Loans by Origination Year							
December 31, 2023	**2023**	**2022**	**2021**	**2020**	**2019**	**Prior**	**Revolving Loans**	**Totals**
Residential First Mortgage								
Pass	$5,174,879	$111,903,094	$37,747,971	$28,952,299	$26,155,892	$114,830,194	$159,976,218	$484,740,547
Special Mention	—	—	—	191,276	169,343	389,565	107,538	857,722
Substandard	—	—	—	—	—	169,131	285,022	454,153
Doubtful	—	—	—	—	—	—	—	—
Total	5,174,879	111,903,094	37,747,971	29,143,575	26,325,235	115,388,890	160,368,778	486,052,422
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Commercial Real Estate								
Pass	—	3,065,843	—	6,893,352	5,501,995	11,722,774	72,196,158	99,380,122
Special Mention	—	—	—	—	—	—	—	—
Substandard	—	—	—	—	—	—	450,392	450,392
Doubtful	—	—	—	—	—	—	—	—
Total	—	3,065,843	—	6,893,352	5,501,995	11,722,774	72,646,550	99,830,514
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Multi-Family Real Estate								
Pass	—	2,362,920	—	1,162,353	—	2,117,462	69,969,831	75,612,566
Special Mention	—	—	—	—	—	—	—	—
Substandard	—	—	—	—	—	—	—	—
Doubtful	—	—	—	—	—	—	—	—
Total	—	2,362,920	—	1,162,353	—	2,117,462	69,969,831	75,612,566
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Construction								
Pass	—	—	—	—	—	—	38,459,962	38,459,962
Special Mention	—	—	—	—	—	—	—	—
Substandard	—	—	—	—	—	—	10,842,078	10,842,078
Doubtful	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	49,302,040	49,302,040
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Commercial and Industrial								
Pass	241,109	—	—	576,164	94,204	—	5,746,893	6,658,370
Special Mention	—	—	—	—	—	—	—	—
Substandard	—	—	—	—	—	—	—	—
Doubtful	—	—	—	—	—	—	—	—
Total	241,109	—	—	576,164	94,204	—	5,746,893	6,658,370
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Consumer								
Pass	—	—	—	—	—	—	18,672	18,672
Special Mention	—	—	—	—	—	—	—	—
Substandard	—	—	—	—	—	—	—	—
Doubtful	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	18,672	18,672
Gross charge-offs by vintage	—	—	—	—	—	—	—	—
Total loans	$5,415,988	$117,331,857	$37,747,971	$37,775,444	$31,921,434	$129,229,126	$358,052,764	$717,474,584

There were no loan modifications during the three-month period ended March 31, 2024 .

NOTE 5 – STOCK BASED COMPENSATION

The Company maintains the Bogota Financial Corp. 2021 Equity Incentive Plan ("2021 Plan"), which provides for the issuance of up to 902,602 shares (257,887 restricted stock awards and 644,718 stock options) of Bogota Financial Corp. common stock.

On September 2, 2021, 226,519 shares of restricted stock were awarded, with a grant date fair value of $ 10.45 per share. On February 28, 2024, 10,000 shares of restricted stock were awarded, with a grant date fair value of $ 7.80 per share. To fund the grant of restricted common stock, the Company issued shares from authorized but unissued shares. Restricted shares granted under the 2021 Plan vest in equal installments, over a service period of five years, beginning one year from the date of grant. Management recognizes compensation expense for the fair value of restricted shares on a straight-line basis over the requisite service period. During the three months ended March 31, 2024 and March 31, 2023, approximately $120,000 and $118,000 in expense was recognized in regard to these awards, respectively. The expected future compensation expense related to the 145,911 non-vested restricted shares outstanding at March 31, 2024 was approximately $1.2 million which is expected to be recognized over a weighted-average period of 2.57 years.

The following is a summary of the Company's restricted stock activity during the three months ended March 31, 2024:

	Number of Non-vested Restricted Shares		Weighted Average Grant Date Fair Value
Outstanding, January 1, 2024	135,911	$	10.45
Granted	10,000		7.80
Vested	—		—
Forfeited	—		—
Outstanding, March 31, 2024	145,911	$	10.27

On September 2, 2021, options to purchase 526,119 shares of Company common stock were awarded, with a grant date fair value of $ 4.37 per option. Stock options granted under the 2021 Plan vest in equal installments over a service period of five years beginning one year from the date of grant. Stock options were granted at an exercise price of $10.45, which was the Company's common stock price on the grant date and have an expiration period of 10 years.

Management recognizes expense for the fair value of these awards on a straight-line basis over the requisite service period. During the three months ended March 31, 2024 and March 31, 2023, approximately $115,000 and $115,000 in expense was recognized in regard to these awards, respectively. The expected future compensation expense related to the 526,119 non-vested options outstanding at March 31, 2024 was $1.1 million which is expected to be recognized over a weighted-average period of 2.50 years.

The following is a summary of the Company's option activity during the three months ended March 31, 2024:

	Number of Stock Options		Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)		Aggregate Intrinsic Value
Outstanding, January 1, 2024	523,619	$	10.45	5.5	$	—
Granted	—					
Exercised	—					
Forfeited	—					
Outstanding, March 31, 2024	523,619	$	10.45	4.9	$	—
Options exercisable at March 31, 2024	209,448				$	—

The aggregate intrinsic value in the table above represents the total pre-tax intrinsic value, the difference between the Company's closing stock price on the last trading day of the period and the exercise price, multiplied by the number of in-the-money options.

NOTE 6 – EMPLOYEE STOCK OWNERSHIP PLAN

In connection with our mutual-to-stock reorganization and stock offering, the Bank established an employee stock ownership plan ("ESOP"), which acquired 515,775 shares of the Company's common stock equaling 3.92% of the Company's outstanding shares. The ESOP is a tax-qualified retirement plan providing employees the opportunity to own Company stock. Bank contributions to the ESOP are allocated to eligible participants on the basis of compensation, subject to federal tax limits. The number of shares to be allocated annually is 25,789 through 2039. During the three months ended March 31, 2024 and 2023, $50,000 and $72,000 was incurred as expense for the plan, respectively. As of March 31, 2024, 112,693 shares have been allocated and 403,082 shares are unallocated with a fair value of $ 2.9 million.

NOTE 7 – DERIVATIVES AND HEDGING ACTIVITES

The Company uses derivative financial instruments as components of its market risk management, principally to manage interest rate risk. Certain derivatives may be entered into in connection with transactions with commercial customers. Derivatives are not used for speculative purposes. All derivatives are recognized as either assets or liabilities in the Consolidated Statements of Financial Condition, reported at fair value and presented on a gross basis. Until a derivative is settled, a favorable change in fair value results in an unrealized gain that is recognized as an asset, while an unfavorable change in fair value results in an unrealized loss that is recognized as a liability.

NOTE 7 – **DERIVATIVES AND HEDGING ACTIVITES** (continued)

The Company generally applies hedge accounting to its derivatives used for market risk management purposes. Hedge accounting is permitted only if specific criteria are met, including a requirement that a highly effective relationship exists between the derivative instrument and the hedged item, both at inception of the hedge and on an ongoing basis. Changes in the fair value of effective fair value hedges are recognized in current earnings (with the change in fair value of the hedged asset or liability also recognized in earnings). Changes in the fair value of effective cash flow hedges are recognized in other comprehensive income (loss) until earnings are affected by the variability in cash flows of the designated hedged item. Ineffective portions of hedge results are recognized in current earnings. Changes in the fair value of derivatives for which hedge accounting is not applied are recognized in current earnings.

The Company formally documents at inception all relationships between the derivative instruments and the hedged items, as well as its risk management objectives and strategies for undertaking the hedge transactions. This process includes linking all derivatives that are designated as hedges to specific assets and liabilities, or to specific firm commitments. The Company also formally assesses, both at inception of the hedge and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in the fair values or cash flows of the hedged items. If it is determined that a derivative is not highly effective or has ceased to be a highly effective hedge, the Company would discontinue hedge accounting prospectively. Gains or losses resulting from the termination of a derivative accounted for as a cash flow hedge remain in other comprehensive income (loss) and is (accreted) amortized to earnings over the remaining period of the former hedging relationship.

Certain derivative financial instruments are offered to certain commercial banking customers to manage their risk of exposure and risk management strategies. These derivative instruments consist primarily of currency forward contracts and interest rate swap contracts. The risk associated with these transactions is mitigated by simultaneously entering into similar transactions having essentially offsetting terms with a third party. In addition, the Company executes interest rate swaps with third parties in order to hedge the interest rate risk of short-term FHLB advances.

Interest Rate Swaps. At March 31, 2024, the Company had four cash flow interest rate swaps with notional amounts of $55.0 million hedging on certain FHLB advances and brokered deposits. The Company also had two fair value interest rate swaps with notional amounts of $ 60.0 million hedging certain fixed rate residential loans. These interest rate swaps meet the cash flow hedge accounting requirements. Interest rate swaps designated as cash flow hedges involve the receipt of variable amounts from a counterparty in exchange for the Company making fixed-rate payments over the life of the agreements without the exchange of the underlying notional amount. Interest rate swaps designated as fair value hedges involve the payment of fixed-rate amounts to a counterparty in exchange for the Company receiving variable-rate payments over the life of the agreement without the exchange of the underlying notional amount. The fair value hedges are recorded as components of other assets and other liabilities in the Company's consolidated balance sheets. The gain or loss on these derivatives, as well as the offsetting loss or gain on the hedged items attributable to the hedged risk, are recognized in interest income in the Company's consolidated statements of income.
At December 31, 2023, the Company had two interest rate swaps with a notional amount of $20.0 million to hedge certain FHLB advances. At both March 31, 2024 and December 31, 2023, the Company had no interest rate swaps in place with commercial banking customers.

The table below presents the fair value of the Company's derivative financial instruments as well as their classification in the Consolidated Statements of Financial Condition at March 31, 2024:

	Consolidated Statements of Financial Condition	**March 31, 2024 Asset Derivative Fair Value**	**December 31, 2023 Asset Derivative Fair Value**
Interest rate swaps	Other Assets	$ 1,429,092	$ 239,510
Total derivative instruments		$ 1,429,092	$ 239,510

For the three months ended March 31, 2024, unrealized gains of $1.2 million were recorded for changes in fair value of interest rate swaps with third parties and at March 31, 2024, accrued interest was $180,000.

The Company has agreements with counterparties that contain a provision that if the Company defaults on any of its indebtedness, including default where repayment of the indebtedness has not been accelerated by the lender, then the Company could also be declared in default of its derivative obligations.

NOTE 8 – **FAIR VALUE**

Fair value is the exchange price that would be received for an asset or paid to transfer a liability (exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. There are three levels of inputs that may be used to measure fair values:

Level 1 – Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2 – Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.

Level 3 – Significant unobservable inputs that reflect a bank's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The Bank used the following methods and significant assumptions to estimate the fair value of each type of financial instrument:

The Bank's available-for-sale portfolio is carried at estimated fair value on a recurring basis, with any unrealized gains and losses, net of taxes, reported as accumulated other comprehensive income/loss in stockholders' equity. The securities available-for-sale portfolio consists of corporate bonds and mortgage-backed securities. The fair values of these securities are obtained from an independent nationally recognized pricing service. An independent pricing service provides prices which are categorized as Level 2, as quoted prices in active markets for identical assets are generally not available for the securities.

NOTE 8 – **FAIR VALUE** (Continued)

Assets measured at fair value on a recurring basis are summarized below:

	Carrying Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
As of March 31, 2024				
Securities available for sale:				
U.S. government and agency obligations	$ 5,544,972	$ —	$ 5,544,972	$ —
Corporate bonds	11,884,311	—	11,884,311	—
MBSs - residential	68,826,432	—	68,826,432	—
MBSs - commercial	15,790,922	—	15,790,922	—
Cash flow hedge	1,429,092	—	1,429,092	—
	$ 103,475,729	$ —	$ 103,475,729	$ —
As of December 31, 2023				
Securities available for sale:				
U.S. government and agency obligations	$ 5,545,401	$ —	$ 5,545,401	$ —
Corporate bonds	11,818,756	—	11,818,756	—
MBSs - residential	35,407,182	—	35,407,182	—
MBSs - commercial	16,116,840	—	16,116,840	—
Cash flow hedge	239,510	—	239,510	—
	$ 69,127,689	$ —	$ 69,127,689	$ —

There were no transfers between level 1 and level 2 during the three months ended March 31, 2024.

The carrying amounts and estimated fair values of financial instruments not measured at fair value, at March 31, 2024 and December 31, 2023, were as follows:

	Carrying Amount	Fair Value	Fair Value Measurement Placement		
			(Level 1)	(Level 2)	(Level 3)
			(In thousands)		
March 31, 2024					
Financial instruments - assets					
Investment securities held-to-maturity	$ 76,497	$ 68,870	$ —	$ 68,870	$ —
Loans and loans held for sale	708,300	663,695	—	—	663,695
Financial instruments - liabilities					
Certificates of deposit	518,077	516,487	—	516,487	—
Borrowings	149,324	148,848	—	148,848	—

	Carrying Amount	Fair Value	Fair Value Measurement Placement		
			(Level 1)	(Level 2)	(Level 3)
			(In thousands)		
December 31, 2023					
Financial instruments - assets					
Investment securities held-to-maturity	$ 72,656	$ 65,375	$ —	$ 65,375	$ —
Loans and loans held for sale	714,687	672,347	—	—	672,347
Financial instruments - liabilities					
Certificates of deposit	493,275	491,944	—	491,944	—
Borrowings	167,690	167,891	—	167,891	—

Carrying amount is the estimated fair value for cash and cash equivalents. The fair value of loans is determined using an exit price methodology. Certificates of deposits fair value is estimated by using a discounted cash flow approach. Fair value of FHLB advances is based on current rates for similar financing. Other balance sheet instruments such as cash and cash equivalents, accrued interest receivable, accrued interest payable and Bank owned life insurance holding costs approximate fair value. The fair value of off-balance sheet items is not considered material.

NOTE 9 – ACCUMULATED OTHER COMPREHENSIVE LOSS

The components of accumulated other comprehensive loss included in equity (net of tax) for the three months ended March 31, 2024 and 2023 was as follows:

	Unrealized gain and losses on available for sale securities	Benefit plans	Derivatives	Total
Three months ended				
March 31, 2024				
Beginning balance	$ (6,639,506)	$ 2,549	$ 172,183	$ (6,464,774)
Other comprehensive (loss) income before reclassification	(778,401)	3,105	474,724	(300,572)
Amounts reclassified	—	—	—	—
Net period comprehensive (loss) income	(778,401)	3,105	474,724	(300,572)
Ending balance	$ (7,417,907)	$ 5,654	$ 646,907	$ (6,765,346)
March 31, 2023				
Beginning balance at January 1, 2023	$ (6,499,666)	$ 55,684	$ 232,969	$ (6,211,013)
Other comprehensive (loss) income before reclassification	(114,092)	(16,546)	(115,537)	(246,175)
Amounts reclassified	—	—	—	—
Net period comprehensive (loss) income	(114,092)	(16,546)	(115,537)	(246,175)
Ending balance at March 31, 2023	$ (6,613,758)	$ 39,138	$ 117,432	$ (6,457,188)

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

General

Management's discussion and analysis of financial condition and results of operations at March 31, 2024 and December 31, 2023 and for the three months ended March 31, 2024 and March 31, 2023 is intended to assist in understanding the financial condition and results of operations of Bogota Financial Corp. The information contained in this section should be read in conjunction with the unaudited financial statements and the notes thereto appearing in Part I, Item 1, of this Quarterly Report on Form 10-Q.

Cautionary Note Regarding Forward-Looking Statements

This report contains forward-looking statements, which can be identified by the use of words such as "estimate," "project," "believe," "intend," "anticipate," "plan," "seek," "expect" and words of similar meaning. These forward-looking statements include, but are not limited to:

- statements of our goals, intentions and expectations;
- statements regarding our business plans, prospects, growth and operating strategies;
- statements regarding the quality of our loan and investment portfolios; and
- estimates of our risks and future costs and benefits.

These forward-looking statements are based on current beliefs and expectations of our management and are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control. In addition, these forward-looking statements are subject to assumptions with respect to future business strategies and decisions that are subject to change. The following factors, among others, could cause actual results to differ materially from the anticipated results or other expectations expressed in the forward-looking statements:

- general economic conditions, either nationally or in our market area, that are worse than expected including potential recessionary conditions;
- changes in the level and direction of loan delinquencies, charge-offs and non-performing and classified loans and changes in estimates of the adequacy of the allowance for credit losses;
- our ability to access cost-effective funding;
- changes in liquidity, including the size and composition of our deposit portfolio and the percentage of uninsured deposits in the portfolio;
- fluctuations in real estate values and both residential and commercial real estate market conditions;
- demand for loans and deposits in our market area;
- our ability to continue to implement our business strategies;
- competition among depository and other financial institutions;
- inflation and changes in market interest rates that reduce our margins and yields, reduce the fair value of financial instruments or reduce our volume of loan originations, or increase the level of defaults, losses and prepayments on loans we have made and make whether held in portfolio or sold in the secondary market;
- adverse changes in the securities markets;
- changes in laws or government regulations or policies affecting financial institutions, including changes in regulatory fees and capital requirements;
- our ability to manage market risk, credit risk and operational risk;
- our ability to enter new markets successfully and capitalize on growth opportunities;
- our ability to successfully integrate into our operations any assets, liabilities or systems we may acquire, as well as new management personnel or customers, and our ability to realize related revenue synergies and cost savings within expected time frames and any goodwill charges related thereto;
- changes in consumer spending, borrowing and savings habits;

- changes in accounting policies and practices, as may be adopted by the bank regulatory agencies, the Financial Accounting Standards Board, the Securities and Exchange Commission or the Public Company Accounting Oversight Board;
- our ability to retain key employees;
- risks as it relates to cyber security against our information technology and those of our third-party providers and vendors;
- the current or anticipated impact of military conflict, terrorism or other geopolitical events;
- our compensation expense associated with equity allocated or awarded to our employees; and
- changes in the financial condition, results of operations or future prospects of issuers of securities that we own.

Critical Accounting Policies

Our accounting policies are described in Note 1 to the consolidated financial statements included in our Annual Report on Form 10-K at and for the year ended December 31, 2023. Critical accounting estimates are necessary in the application of certain accounting policies and procedures and are particularly susceptible to significant change. Critical accounting policies are defined as those involving significant judgments and assumptions by management that could have a material impact on the carrying value of certain assets or on income under different assumptions or conditions. Actual results could differ from these judgments and estimates under different conditions, resulting in a change that could have a material impact on the carrying values of our assets and liabilities and our results of operations.

Comparison of Financial Condition at March 31, 2024 and December 31, 2023

Total Assets. Assets increased $21.5 million, or 2.3%, from $939.3 million at December 31, 2023 to $960.9 million at March 31, 2024 primarily due to a $33.1 million, or 48.1%, increase in securities available for sale and, a $3.8 million, or 5.2%, increase in securities held-to-maturity, offset by a $6.4 million, or 0.89%, decrease in loans and a $10.5 million, or 42.1%, decrease in cash and cash equivalents.

Cash and Cash Equivalents. Cash and cash equivalents decreased $10.5 million, or 42.1%, to $14.4 million at March 31, 2024 from $24.9 million at December 31, 2023, as excess funds were used to purchase securities .

Securities Available for Sale. Securities available for sale increased $33.1 million, or 48.1%, to $102.0 million at March 31, 2024 from $68.9 million at December 31, 2023. The increase was primarily due to the purchase of mortgage-backed securities.

Securities Held to Maturity. Securities held to maturity increased $3.8 million, or 5.2%, to $76.5 million at March 31, 2024 from $72.7 million at December 31, 2023, primarily due to the purchase of mortgage-backed securities.

Net Loans. Net loans decreased $6.4 million, or 0.89%, to $708.3 million at March 31, 2024 from $714.7 million at December 31, 2023. The decrease was due to a decrease of $4.2 million, or 0.86%, in one- to four-residential real estate loans to $481.9 million from $486.1 million at December 31, 2023 and a decrease of $8.1 million, or 16.5%, in construction loans to $41.2 million at March 31, 2024 from $49.3 million at December 31, 2023, offset by a $6.2 million, or 6.1%, increase in commercial real estate loans to $106.0 million at March 31, 2024 from $99.8 million at December 31, 2023. The decrease in one- to four-residential and construction loans reflect less opportunities and decreased demand due to the higher interest rate environment. As of March 31, 2024 and December 31, 2023, the Bank had no loans held for sale.

Delinquent loans increased $834,000 to $13.4 million, or 1.89% of total loans, at March 31, 2024. The increase was mostly due to one commercial real estate loan with a balance of $766,000 with a loan to value ratio of 60%. During the same timeframe, non-performing assets decreased to $12.4 million and were 1.29% of total assets at March 31, 2024. The Company's allowance for credit losses was 0.40% of total loans and 22.69% of non-performing loans at March 31, 2024 compared to 0.39% of total loans and 21.81% of non-performing loans at December 31, 2023. The Bank does not have any exposure to commercial real estate loans secured by office space.

Total Liabilities. Total liabilities increased $22.3 million, or 2.8%, to $824.4 million as of March 31, 2024 from $802.2 million as of December 31, 2023, mainly due to a $40.2 million increase in deposits, offset by a $18.4 million decrease in borrowings.

Deposits. Deposits increased $40.2 million, or 6.4%, to $665.5 million at March 31, 2024 from $625.3 million at December 31, 2023. The increase in deposits reflected an increase in interest-bearing deposits of $16.2 million, or 15.9%, to $117.7 million as of March 31, 2024 from $101.5 million at December 31, 2023 due to the $24.8 million, or 5.0%, increase in certificates of deposit and increases of $16.7 million, or 19.2%, in checking and savings, offset by a $506,000 decrease in money market accounts. Non-interest bearing deposits decreased $768,000, or 2.5%, to $29.8 million as of March 31, 2024 from $30.6 million as of December 31, 2023. The decreases reflected customers' desire for higher-yielding accounts in the higher interest rate environment.

A t March 31, 2024, municipal deposits totaled $59.4 million, which represented 8.9% of total deposits, and br okered deposits totaled $90.3 million, which represented 13.6% of deposits. At December 31, 2023, municipal deposits totaled $48.0 million, which represented 7.7% of deposits, and brokered deposits totaled $53.5 million, which represented 8.5% of total deposits. At March 31, 2024, uninsured deposits totaled $67.4 million, comprised of 303 account holders, which represented 10.1% of total deposits.

Borrowings. Federal Home Loan Bank of New York borrowings decreased $18.4 million, or 11.0%, to $149.3 million at March 31, 2024 from $167.7 million at December 31, 2023, specifically long-term advances decreased $9.4 million, while short-term advances decreased by $9.0 million. The weighted average rate of borrowings was 3.78% and 3.27% as of March 31, 2024 and December 31, 2023, respectively. Total borrowing capacity at the Federal Home Loan Bank was $316.5 million at March 31, 2024, of which $149.3 million was advanced.

Total Equity. Stockholders' equity decreased $726,000 to $136.4 million, primarily due to a net loss of $441,000, the repurchase of 33,083 shares of stock during the three months ended March 31, 2024 at a cost of $270,000, and a decrease in accumulated other comprehensive loss for securities available for sale of $300,000, partially offset by stock compensation of $234,000 for the three months ended March 31, 2024. At March 31, 2024, the Company's ratio of average stockholders' equity-to-total assets was 14.24%, compared to 15.24% at December 31, 2023.

Average Balance Sheets and Related Yields and Rates

The following tables present information regarding average balances of assets and liabilities, the total dollar amounts of interest income and dividends from average interest-earning assets, the total dollar amounts of interest expense on average interest-bearing liabilities, and the resulting annualized average yields and costs. The yields and costs for the periods indicated are derived by dividing income or expense by the average balances of assets or liabilities, respectively, for the periods presented. Average balances have been calculated using daily balances. Nonaccrual loans are included in average balances only. Loan fees are included in interest income on loans and are not material.

	Three Months Ended March 31,					
	2024			2023		
	Average Balance	Interest and Dividends	Yield/ Cost	Average Balance	Interest and Dividends	Yield/ Cost
	(Dollars in thousands)					
Assets:	(unaudited)					
Cash and cash equivalents	$ 9,865	$ 150	6.10%	$ 8,799	$ 105	4.84%
Loans (1)	713,430	8,207	4.61%	717,964	7,699	4.32%
Securities	166,666	1,529	3.67%	161,960	1,096	2.71%
Other interest-earning assets	8,101	175	8.63%	5,338	117	8.74%
Total interest-earning assets	898,062	10,061	4.49%	894,061	9,017	4.06%
Non-interest-earning assets	55,694			54,810		
Total assets	$ 953,756			$ 948,871		
Liabilities and equity:						
NOW and money market accounts	$ 69,450	$ 334	1.94%	$ 112,717	$ 380	1.37%
Savings accounts	43,348	198	1.84%	53,618	70	0.53%
Certificates of deposit	516,496	5,438	4.23%	503,369	3,265	2.63%
Total interest-bearing deposits	629,294	5,970	3.82%	669,704	3,715	2.25%
Federal Home Loan Bank advances (2)	153,269	1,440	3.78%	96,532	777	3.27%
Total interest-bearing liabilities	782,563	7,410	3.81%	766,236	4,492	2.38%
Non-interest-bearing deposits	30,018			37,224		
Other non-interest-bearing liabilities	4,175			5,977		
Total liabilities	816,756			809,437		
Total equity	136,810			139,434		
Total liabilities and equity	$ 953,566			$ 948,871		
Net interest income		$ 2,651			$ 4,525	
Interest rate spread (3)			0.68%			1.68%
Net interest margin (4)			1.18%			2.05%
Average interest-earning assets to average interest-bearing liabilities	114.76%			116.68%		

(1) The average balance of loans includes non-accrual loans.
(2) Cash flow hedges are used to manage interest rate risk. During the three months ended March 31, 2024, the net effect on interest expense on the Federal Home Loan Bank advances and certificates of deposit was a reduced expense of $288,000 and $47,000 respectively.
(3) Interest rate spread represents the difference between the weighted average yield on interest-earning assets and the weighted average cost of interest-bearing liabilities.
(4) Net interest margin represents net interest income divided by average total interest-earning assets.

Table of Contents

Rate/Volume Analysis

The following table sets forth the effects of changing rates and volumes on net interest income. The rate column shows the effects attributable to changes in rate (changes in rate multiplied by prior volume). The volume column shows the effects attributable to changes in volume (changes in volume multiplied by prior rate). The net column represents the sum of the prior columns. Changes attributable to changes in both rate and volume that cannot be segregated have been allocated proportionally based on the changes due to rate and the changes due to volume.

	Three Months Ended March 31, 2024 Compared to Three Months Ended March 31, 2023		
	Increase (Decrease) Due to		
	Volume	Rate	Net
		(In thousands)	
Interest income:		(unaudited)	
Cash and cash equivalents	$ 14	$ 31	$ 45
Loans receivable	(314)	822	508
Securities	33	400	433
Other interest earning assets	68	(10)	58
Total interest-earning assets	(199)	1,243	1,044
Interest expense:			
NOW and money market accounts	(639)	593	(46)
Savings accounts	(92)	220	128
Certificates of deposit	89	2,084	2,173
Federal Home Loan Bank advances	524	139	663
Total interest-bearing liabilities	(118)	3,036	2,918
Net decrease in net interest income	$ (81)	$ (1,793)	$ (1,874)

Comparison of Operating Results for the Three Months Ended March 31, 2024 and March 31, 2023

General. Net income decreased by $1.4 million, or 144.4%, to a net loss of $441,000 for the three months ended March 31, 2024 from net income of $993,000 for the three months ended March 31, 2023. This decrease was primarily due to a decrease of $1.9 million in net interest income, partially offset by a decrease of $585,000 in income tax expense.

Interest Income. Interest income increased $1.0 million, or 11.6%, from $9.0 million for the three months ended March 31, 2023 to $10.1 million for the three months ended March 31, 2024 due to higher yields on interest-earning assets, offset by a decrease in the average balance of loans.

Interest income on cash and cash equivalents increased $45,000, or 42.9%, to $150,000 for the three months ended March 31, 2024 from $105,000 for the three months ended March 31, 2023 due to a 126 basis point increase in the average yield from 4.84% for the three months ended March 31, 2023 to 6.10% for the three months ended March 31, 2024 due to the higher interest rate environment. The increase was also due to a $1.1 million increase in the average balance to $9.9 million for the three months ended March 31, 2024 from $8.8 million for the three months ended March 31, 2023, reflecting an increase in liquidity due to increased deposits and lower loan originations.

Interest income on loans increased $508,000, or 6.6%, to $8.2 million for the three months ended March 31, 2024 compared to $7.7 million for the three months ended March 31, 2023 due primarily to a 29 basis point increase in the average yield from 4.32% for the three months ended March 31, 2023 to 4.61% for the three months ended March 31, 2024, offset by a $4.5 million decrease in the average balance to $713.4 million for the three months ended March 31, 2024 from $718.0 million for the three months ended March 31, 2023.

Interest income on securities increased $433,000, or 39.5%, to $1.5 million for the three months ended March 31, 2024 from $1.1 million for the three months ended March 31, 2023 primarily due to a 96 basis point increase in the average yield from 2.71% for the three months ended March 31, 2023 to 3.67% for the three months ended March 31, 2024, and to a lesser extent, to a $4.7 million increase in the average balance to $166.7 million for the three months ended March 31, 2024 from $162.0 million for the three months ended March 31, 2023.

Interest Expense. Interest expense increased $2.9 million, or 64.9%, from $4.5 million for the three months ended March 31, 2023 to $7.4 million for the three months ended March 31, 2024 due to higher costs and average balances on interest -bearing liabilities.

Interest expense on interest-bearing deposits increased $2.3 million, or 60.7%, to $6.0 million for the three months ended March 31, 2024 from $3.7 million for the three months ended March 31, 2023. The increase was due to a 157 basis point increase in the average cost of deposits to 3.82% for the three months ended March 31, 2024 from 2.25% for the three months ended March 31, 2023. The increase in the average cost of deposits was due to the higher interest rate environment and a change in the composition of the deposit portfolio to a greater concentration of higher-costing certificates of deposit. The average balances of certificates of deposit increased $13.1 million to $516.5 million for the three months ended March 31, 2024 from $503.4 million for the three months ended March 31, 2023 while average NOW and money market accounts and savings accounts decreased $43.3 million and $10.3 million for the three months ended March 31, 2024, respectively, compared to the three months ended March 31, 2023.

Interest expense on Federal Home Loan Bank borrowings increased $663,000, or 85.3%, from $777,000 for the three months ended March 31, 2023 to $1.4 million for the three months ended March 31, 2024. The increase was due to an increase in the average balance of borrowings of $56.7 million to $153.3 million for the three months ended March 31, 2024. The increase was also due to an increase in the average cost of borrowings of 51 basis points to 3.78% for the three months ended March 31, 2024 from 3.27% for the three months ended March 31, 2023 due to the new borrowings being at higher rates.

Net Interest Income. Net interest income decreased $1.9 million, or 41.4%, to $2.7 million for the three months ended March 31, 2024 from $4.5 million for the three months ended March 31, 2023. The decrease reflected a 100 basis point decrease in our net interest rate spread to 0.68% for the three months ended March 31, 2024 from 1.68% for the three months ended March 31, 2023. Our net interest margin decreased 87 basis points to 1.18% for the three months ended March 31, 2024 from 2.05% for the three months ended March 31, 2023.

Provision for Credit Losses. We recorded a $35,000 provision for credit losses for the three months ended March 31, 2024 compared to no provision for credit losses for the three-month period ended March 31, 2023. The provision in the first quarter of 2024 was due to an increase in corporate securities.

Non-Interest Income. Non-interest income increased by $16,000, or 5.6%, to $299,000 for the three months ended March 31, 2024 from $283,000 for the three months ended March 31, 2023. Bank-owned life insurance income increased $26,000, or 14.0%, due to higher balances during 2024, which was partially offset by a lower gain on sale of loans.

Non-Interest Expense. For the three months ended March 31, 2024, non-interest expense increased $126,000, or 3.6%, over the comparable 2023 period. Professional fees increased $48,000, or 31.8%, due to higher consulting expense related to strategic business planning and the increase in FDIC insurance premiums by $41,000, or 67.7%, due to a higher assessment rate in 2024. Data processing expense increased $27,000, or 9.6%, due to higher processing costs. The decrease in advertising expense of $37,000, or 25.3%, was due to reduced promotions for branch locations and less promotions on deposit and loan products. Other expense increased $67,000, or 37.6%, due to higher loan expense.

Income Tax Expense. Income tax expense decreased $585,000, or 196.2%, to a benefit of $287,000 for the three months ended March 31, 2024 from a $298,000 expense for the three months ended March 31, 2023. The decrease was due to $2.0 million of lower taxable income.

Management of Market Risk

General. The majority of our assets and liabilities are monetary in nature. Consequently, our most significant form of market risk is interest rate risk. Our assets, consisting primarily of loans and securities, have longer maturities than our liabilities, consisting primarily of deposits and borrowings. As a result, a principal part of our business strategy is to manage our exposure to changes in market interest rates. Accordingly, our board of directors has established an Asset/Liability Management Committee (the "ALCO"), which is comprised of three members of executive management and two independent directors, which oversees the asset/liability management processes and related procedures. The ALCO meets on at least a quarterly basis and reviews asset/liability strategies, liquidity positions, alternative funding sources, interest rate risk measurement reports, capital levels and economic trends at both national and local levels. Our interest rate risk position is also monitored quarterly by the board of directors.

We manage our interest rate risk to minimize the exposure of our earnings and capital to changes in market interest rates. We have implemented the following strategies to manage our interest rate risk: originating and purchasing loans with adjustable interest rates; promoting core deposit products; monitoring the length of our borrowings with the Federal Home Loan Bank and brokered deposits depending on the interest rate environment; maintaining a portion of our investments as available-for-sale; diversifying our loan portfolio; and strengthening our capital position. By following these strategies, we believe that we are better positioned to react to changes in market interest rates.

Net Portfolio Value Simulation. We analyze our sensitivity to changes in interest rates through a net portfolio value of equity ("NPV") model. NPV represents the present value of the expected cash flows from our assets less the present value of the expected cash flows arising from our liabilities, adjusted for the value of off-balance sheet contracts. The NPV ratio represents the dollar amount of our NPV divided by the present value of our total assets for a given interest rate scenario. NPV attempts to quantify our economic value using a discounted cash flow methodology while the NPV ratio reflects that value as a form of capital ratio. We estimate what our NPV would be at a specific date. We then calculate what the NPV would be at the same date throughout a series of interest rate scenarios representing immediate and permanent, parallel shifts in the yield curve. We currently calculate NPV under the assumptions that interest rates increase 100, 200, 300 and 400 basis points from current market rates and that interest rates decrease 100, 200, 300 and 400 basis points from current market rates.

The following table presents the estimated changes in our net portfolio value that would result from changes in market interest rates as of March 31, 2024. All estimated changes presented in the table are within the policy limits approved by the board of directors.

	NPV			NPV as Percent of Portfolio Value of Assets	
	(Dollars in thousands)				
Basis Point ("bp") Change in Interest Rates	**Dollar Amount**	**Dollar Change**	**Percent Change**	**NPV Ratio**	**Change**
400 bp	$ 71,621	$ (42,134)	(37.04)%	8.43%	(31.85)%
300 bp	83,047	(30,708)	(26.99)	9.57	(22.64)
200 bp	92,505	(21,250)	(18.68)	10.46	(15.44)
100 bp	102,913	(10,842)	(9.53)	11.41	(7.76)
—	113,755	—	—	12.37	—
(100) bp	124,847	11,092	9.75	13.30	7.52
(200) bp	135,368	21,613	19.00	14.13	14.23
(300) bp	145,286	31,531	27.72	14.86	20.13
(400) bp	156,957	43,202	37.98	15.71	27.00

Certain shortcomings are inherent in the methodologies used in the above interest rate risk measurements. Modeling changes require making certain assumptions that may or may not reflect the manner in which actual yields and costs respond to changes in market interest rates. The table above assumes that the composition of our interest-sensitive assets and liabilities existing at the date indicated remains constant uniformly across the yield curve regardless of the duration or repricing of specific assets and liabilities. Accordingly, although the table provides an indication of our interest rate risk exposure at a particular point in time, such measurements are not intended to and do not provide a precise forecast of the effect of changes in market interest rates on our NPV and will differ from actual results.

Net Interest Income Analysis. We also use income simulation to measure interest rate risk inherent in our balance sheet at a given point in time by showing the effect on net interest income, over specified time frames and using different interest rate shocks and ramps. The assumptions include management's best assessment of the effect of changing interest rates on the prepayment speeds of certain assets and liabilities, projections for account balances in each of the product lines offered and the historical behavior of deposit rates and balances in relation to changes in interest rates. These assumptions are subject to change, and as a result, the model is not expected to precisely measure net interest income or precisely predict the impact of fluctuations in interest rates on net interest income. Actual results will differ from the simulated results due to timing, magnitude, and frequency of interest rate changes as well as changes in the balance sheet composition and market conditions. Assumptions are supported with quarterly back testing of the model to actual market rate shifts.

As of March 31, 2024, net interest income simulation results indicated that its exposure over one year to changing interest rates was within our guidelines. The following table presents the estimated impact of interest rate changes on our estimated net interest income over one year:

Changes in Interest Rates (basis points)(1)	Change in Net Interest Income Year One (% change from year one base)
400	(11.20)%
300	(8.25)
200	(5.65)
100	(2.74)
—	—
(100)	1.43
(200)	(1.18)
(300)	(6.28)
(400)	(14.77)

(1) The calculated change in net interest income assumes an instantaneous parallel shift of the yield curve.

The preceding simulation analyses do not represent a forecast of actual results and should not be relied upon as being indicative of expected operating results. These hypothetical estimates are based upon numerous assumptions, which are subject to change, including: the nature and timing of interest rate levels including the yield curve shape, prepayments on loans and securities, deposit decay rates, pricing decisions on loans and deposits, reinvestment/replacement of asset and liability cash flows, and others. Also, as market conditions vary, prepayment/refinancing levels, the varying impact of interest rate changes on caps and floors embedded in adjustable-rate loans, early withdrawal of deposits, changes in product preferences, and other internal/external variables will likely deviate from those assumed.

Liquidity and Capital Resources

Liquidity. Liquidity describes our ability to meet financial obligation s that arise in the ordinary course of business. Liquidity is primarily needed to meet the borrowing and deposit withdrawal requirements of our customers and to fund current and planned expenditures. Our primary sources of funds are deposits, principal and interest payments on loans and securities and proceeds from calls, maturities and sales of securities and sales of loans. We also borrow from the Federal Home Loan Bank of New York. At March 31, 2024, we had the ability to borrow up to $316.5 million, of which $149.3 million was outstanding and $1.5 million was utilized as collateral for letters of credit issued to secure municipal deposits. At March 31, 2024, we had $54.0 million in unsecured lines of credit with four correspondent banks with no outstanding balance.

The board of directors is responsible for establishing and monitoring our liquidity targets and strategies in order to ensure that sufficient liquidity exists for meeting the borrowing needs and deposit withdrawals of our customers as well as unanticipated contingencies. We believe that we had ample sources of liquidity to satisfy our short- and long-term liquidity needs as of March 31, 2024.

While maturities and scheduled amortization of loans and securities are predictable sources of funds, deposit flows and loan prepayments are greatly influenced by market interest rates, economic conditions, and competition. Our most liquid assets are cash and cash equivalents. The levels of these assets are dependent on our operating, financing, lending and investing activities during any period. At March 31, 2024, cash and cash equivalents totaled $14.4 million. Securities classified as available-for-sale, which provide additional sources of liquidity, totaled $102.0 million at March 31, 2024.

We are committed to maintaining a strong liquidity position. We monitor our liquidity position on a daily basis. We anticipate we will have sufficient funds to meet our current funding commitments. Certificates of deposit due within one year of March 31, 2024 totaled $439.9 million, or 66.1% of total deposits. If these deposits do not remain with us, we will be required to seek other sources of funds, including other deposits and Federal Home Loan Bank of New York advances. Depending on market conditions, we may be required to pay higher rates on such deposits or borrowings than we currently pay. We believe, however, based on past experience that a significant portion of such deposits will remain with us. We have the ability to attract and retain deposits by adjusting the interest rates offered.

Capital Resources. We are subject to various regulatory capital requirements administered by the New Jersey Department of Banking and Insurance and the Federal Deposit Insurance Corporation. At March 31, 2024, we exceeded all applicable regulatory capital requirements, and were considered "well capitalized" under regulatory guidelines. As a result of the Economic Growth, Regulatory Relief, and Consumer Protection Act, as modified in April 2020, the federal banking agencies were required to develop a "Community Bank Leverage Ratio" (the ratio of a bank's Tier 1 "equity capital to average total consolidated assets) for financial institutions with less than $10 billion. A "qualifying community bank" with capital exceeding 9% will be considered compliant with all applicable regulatory capital and leverage requirements, including the capital requirements to be considered "well capitalized" under Prompt Corrective Action statutes. As of March 31, 2024, the Bank is reporting as a qualifying community bank with a ratio of 13.23%.

Inflation

Substantially all of the Company's assets and liabilities relate to banking activities and are monetary. The consolidated financial statements and related financial data are presented following GAAP. GAAP currently requires the Company to measure the financial position and results of operations in terms of historical dollars, except for securities available for sale, impaired loans, and other real estate loans that are measured at fair value. Changes in the value of money due to rising inflation can cause purchasing power loss. Management's opinion is that movements in interest rates affect the financial condition and results of operations to a greater degree than changes in the rate of inflation. It should be noted that interest rates and inflation do affect each other but do not always move in correlation with each other. The Company's ability to match the interest sensitivity of its financial assets to the interest sensitivity of its liabilities in its asset/liability management may tend to minimize the effect of changes in interest rates on the Company's performance.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Information with respect to quantitative and qualitative disclosures about market risk can be found in Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operation – Management of Market Risk.”

Item 4. Controls and Procedures

As required by Rule 13a-15(b) of the Exchange Act, an evaluation as of March 31, 2024 was conducted under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act). Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures, as of March 31, 2024 were not effective due to the material weakness described below.

Management's Report in Internal Control Over Financial Reporting

During May 2024, while finalizing the unaudited interim financial statements, it was discovered that the accounting for fair value hedges was completed incorrectly in that instead of adjusting the fair value of loans the accumulated other comprehensive loss was adjusted. As such, the Company has concluded that a material weakness exists in its internal controls over financial reporting. The fair value hedges were purchased in February 2024 and the error was discovered before any financial statements were issued. Corrections were made to properly reflect the correct accounting treatments of fair value hedges. Consequently, the material weakness did not result in any identified misstatement, and there were no changes to previously issued financial statements.

Remediation Plan for the Material Weakness

In the first quarter of 2024, corrections were made by management to properly account for the fair value hedges, which completely remedied the material weakness. Management will continue to account for the fair value hedges in accordance with generally accepted accounting principles going forward.

Other than described above, during the three months ended March 31, 2024, there have been no changes in the Company’s internal controls over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

At March 31, 2024 we were not involved in any pending legal proceedings other than routine legal proceedings occurring in the ordinary course of business, the outcome of which would not be material to our financial condition or results of operations.

Item 1A. Risk Factors

There have been no material changes in risk factors applicable to the Company from those disclosed in “Risk Factors” in Item 1A of the Company’s Annual Report on Form 10-K for the year ended December 31, 2023.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds, and Issuer Purchase of Equity Securities

On May 24, 2023, the Company announced it had received regulatory approval for the repurchase of up to 249,920 shares of its common stock, which was approximately 5% of its then outstanding common stock (excluding shares held by Bogota Financial, MHC). The program does not have a scheduled expiration date and the Board of Directors has the right to suspend or discontinue the program at any time. On March 6, 2024, the Company announced the completion of the repurchase program. As of March 31, 2024, all 249,920 shares that were approved have been repurchased at a cost of $1.9 million.

On April 24, 2024, the Company announced it had received regulatory approval for the repurchase of up to 237,090 shares of its common stock, which is approximately 5% of its then outstanding common stock (excluding shares held by Bogota Financial, MHC).

The following table provides information on repurchases by the Company of its common stock under the Company's Board approved programs for the first quarter:

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
January 1 - 31, 2024	18,100	$ 8.25	18,100	14,983
February 1 - 28, 2024	14,983	8.04	14,983	-
March 1 - 31, 2024	-	-	-	-
Total	33,083	$ 8.15	33,083	

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

During the three months ended March 31, 2024, none of the Company’s directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of Company securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any “non-Rule 10b5-1 trading arrangement,” as that term is used in SEC regulations.

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Item 6. Exhibits

Exhibit Number	Description
3.1	Articles of Incorporation of Bogota Financial Corp. (incorporated by reference to Exhibit 3.1 of the Company's Registration Statement on Form S-1, as amended (Commission File No. 333-233680))
3.2	Amended and Restated Bylaws of Bogota Financial Corp. (incorporated by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K, as filed with the Securities and Exchange Commission on February 23, 2023 (Commission File No. 333-233680))
4.1	Form of Common Stock Certificate of Bogota Financial Corp. (incorporated by reference to Exhibit 4 of the Company's Registration Statement on Form S-1, as amended (Commission File No. 333-233680))
10.1	Employment Agreement between Bogota Savings Bank and Kevin Pace (incorporated by reference to Exhibit 10.2 to the Annual Report on Form 10-K of Bogota Financial Corp. (File No. 001-39180), filed with the Securities and Exchange Commission on March 28, 2024)
31.1	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.0	The following materials for the quarter ended March 31, 2024, formatted in iXBRL (Inline Extensible Business Reporting Language): (i) Consolidated Statements of Financial Condition, (ii) Consolidated Statements of (Loss) Income, (iii) Consolidated Statements of Comprehensive (Loss) Income, (iv) Consolidated Statements of Equity, (v) Consolidated Statements of Cash Flows, and (vi) Notes to Consolidated Financial Statements*
104	Cover Page Interactive Data File (formatted in XBRL and contained in Exhibit 101)

* Furnished, not filed.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

BOGOTA FINANCIAL CORP.

Date: May 15, 2024	/s/ Kevin Pace Kevin Pace President, Chief Executive Officer and Director
Date: May 15, 2024	/s/ Brian McCourt Brian McCourt Executive Vice President and Chief Financial Officer

Exhibit 10.1

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into, effective as of March 27, 2024 (the " Effective Date"), by and between Bogota Savings Bank, a New Jersey-chartered stock savings bank (the "Bank") and Kevin Pace (" Executive"). Any reference to the "Company" shall mean Bogota Financial Corp., the stock holding company of the Bank, or any successor thereto.

RECITALS

WHEREAS, Executive currently serves as President and Chief Executive Officer of the Bank and the Company;

WHEREAS, the Bank desires to continue to employ Executive in an executive capacity in the conduct of its business, and Executive desires to be so employed on the terms contained herein; and

WHEREAS, this Agreement will supersede and replace the change in control agreement by and between Executive and the Bank, dated as of January 15, 2020 (the "Prior Agreement").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and upon the other terms and conditions hereinafter provided, the parties hereby agree as follows:

1. POSITION AND RESPONSIBILITIES.

(a) **Employment**. During the Term (as defined in Section 2(a) below) of this Agreement, Executive agrees to serve as President and Chief Executive Officer of the Bank and the Company or any successor executive position with the Bank and the Company that is consented to, in writing, by Executive (the "Executive Position"), and will perform the duties of and have all powers associated with the Executive Position as are appropriate for a person in the Executive Position, as well as those as shall be assigned by the Board of Directors of the Bank (the "Board"). As President and Chief Executive Officer, Executive will report directly to the Board. During the Term, Executive also agrees to serve, if elected, as an officer, director or trustee of any subsidiary or affiliate of the Bank and in such capacity carry out such duties and responsibilities reasonably appropriate to that office.

(b) **Responsibilities**. During Executive's employment hereunder, Executive will be employed on a full-time basis and devote Executive's full business time and best efforts, business judgment, skill and knowledge to the performance of Executive's duties and responsibilities related to the Executive Position. Except as otherwise provided in Section 1(c) or as may be approved by the Board, Executive will not engage in any other business activity during the Term.

(c) **Service on Other Boards and Committees**. The Bank encourages participation by Executive on community boards and committees and in activities generally considered to be in the public interest, but the Board shall have the right to approve or disapprove, in its sole discretion, Executive's participation on such boards and committees.

2. TERM.

(a) **Term and Annual Renewal**. The term of this Agreement and the period of Executive's employment hereunder will begin as of the Effective Date and will continue through December 31, 2025 (the "Term"). Commencing on January 1, 2025 and continuing on each January 1st thereafter (each, a "Renewal Date"), the Term will extend automatically for one additional year, so that the Term will be two (2) years from such Renewal Date, unless either the Bank or Executive by written notice to the other given at least 30 days prior to such Renewal Date notifies the other of its intent not to extend the same. In the event that notice not to extend is given by either the Bank or Executive, this Agreement will terminate as of the last day of the then current Term. For avoidance of doubt, any extension to the Term will become the "Term" for purposes of this Agreement.

At least 30 days prior to the Renewal Date, the Compensation Committee of the Board (the "Committee") will conduct a comprehensive performance evaluation and review of Executive for purposes of determining whether to take action regarding non-renewal of the Agreement, and the results thereof will be included in the minutes of the Committee's meeting.

(b) **Change in Control**. Notwithstanding the foregoing, in the event the Bank or the Company has entered into an agreement to effect a transaction that would be considered a Change in Control as defined under Section 5 hereof, the Term of this Agreement will be extended automatically so that it is scheduled to expire no less than two (2) years beyond the effective date of the Change in Control, subject to extensions as set forth above.

(c) **Continued Employment Following Expiration of Term**. Nothing in this Agreement will mandate or prohibit a continuation of Executive's employment following the expiration of the Term.

3. COMPENSATION, BENEFITS AND REIMBURSEMENT.

(a) **Base Salary**. In consideration of Executive's performance of the responsibilities and duties set forth in this Agreement, Executive shall receive an annual base salary of $380,000 per year ("Base Salary"). Executive's Base Salary will be payable in accordance with the customary payroll practices of the Bank. During the Term, the Board (or the Committee) may increase, but not decrease, Executive's Base Salary other than a percentage decrease (not greater than 10%) applicable to all members of senior management. Any increase or decrease in Base Salary will become the "Base Salary" for purposes of this Agreement.

(b) **Bonus and Incentive Compensation**. Executive (i) is eligible to participate in any bonus plan or arrangement of the Bank in which senior management is eligible to participate, pursuant to which a bonus may be paid to Executive in accordance with such plan or arrangement; and/or (ii) may receive a bonus, if any, on a discretionary basis, as determined by the Board or the Committee.

(c) **Benefit Plans**. Executive will be entitled to participate in all employee benefit plans, arrangements and perquisites offered to senior management of the Bank, on terms and conditions no less favorable than such plans are available to other members of senior management of the Bank. Without limiting the generality of the foregoing provisions of this Section 3(c), Executive also will be eligible to participate in any employee benefit plans including but not limited to retirement plans, pension plans, profit-sharing plans, health-and-accident plans, or any other employee benefit plan or arrangement generally made available by the Bank to management employees, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements as applicable to other management employees.

(d) **Vacation Leave and Paid Time Off**. Executive will be entitled to paid vacation time each year during the Term measured on a calendar year basis, in accordance with the Bank's customary practices, as well as sick leave, holidays and other paid absences in accordance with the Bank's policies and procedures for officers, provided, however, that Executive shall be entitled to no more than 25 working days for paid vacation or paid time off days each calendar year (excluding bank holidays). Any unused paid time off during an annual period will be treated in accordance with the Bank's personnel policies as in effect from time to time.

(e) **Expense Reimbursements**. The Bank will reimburse Executive for all reasonable travel, entertainment and other reasonable expenses incurred by Executive during the course of performing Executive's obligations under this Agreement, including, without limitation, fees for memberships in such organizations as Executive and the Board mutually agree are necessary and appropriate in connection with the performance of Executive's duties under this Agreement. All reimbursements shall be made as soon as practicable upon substantiation of such expenses by Executive in accordance with the applicable policies and procedures of the Bank and, in any event, not later than the last day of the calendar year immediately following the calendar year in which Executive incurred such expense. In addition, the Bank shall provide Executive with a company-owned or leased automobile or a reasonable car allowance in and shall pay or reimburse Executive for the reasonable maintenance, insurance, gas, tolls and other charges related to the business of said vehicle in accordance with the Bank's automobile policy.

4. TERMINATION AND TERMINATION PAY.

Subject to Section 5 of this Agreement, which governs the occurrence of a Change in Control, Executive's employment under this Agreement will terminate under the following circumstances:

(a) **Death**. This Agreement and Executive's employment with the Bank will terminate upon Executive's death, in which event the Bank's sole obligation shall be to pay or provide Executive's estate or beneficiary any "Accrued Obligations."

For purposes of this Agreement, "Accrued Obligations" means the sum of: (i) any Base Salary earned through Executive's Date of Termination (as defined in Section 4(g)), (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 3(e) of this Agreement), (iii) unused paid time off that accrued through the Date of Termination, (iv) any earned but unpaid short-term and long-term incentive compensation for the year immediately preceding the year of termination, and (v) any vested benefits Executive may have under any employee benefit plan of the Bank through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans. Unless otherwise provided by the applicable employee benefit plan, the Accrued Obligations, if any, will be paid to Executive (or Executive's estate or beneficiary) within 30 days following Executive's Date of Termination.

(b) **Disability**. The Bank shall be entitled to terminate Executive's employment and this Agreement due to Executive's Disability. If Executive's employment is terminated due to Executive's Disability, the Bank's sole obligation under this Agreement shall be to pay or provide Executive any Accrued Obligations. For purposes of this Agreement, "Disability" means that Executive is deemed disabled for purposes of the Bank's long-term disability plan or policy that covers Executive or is determined to be disabled by the Social Security Administration.

(c) **Termination for Cause**. The Board may immediately terminate Executive's employment and this Agreement at any time for "Cause." In the event Executive's employment is terminated for Cause, the Bank's sole obligation will be to pay or provide to Executive any Accrued Obligations. Termination for "Cause" means termination because of, in the good faith determination of the Board, Executive's:

(i) material act of dishonesty or fraud in performing Executive's duties on behalf of the Bank;

(ii) willful misconduct that in the judgment of the Board will likely cause economic damage to the Bank or injury to the business reputation of the Bank;

(iii) breach of fiduciary duty involving personal profit;

(iv) intentional failure to perform stated duties under this Agreement after written notice thereof from the Board and Executive's failure to take corrective or curative action within two (2) weeks thereafter;

(v) willful violation of any law, rule or regulation (other than traffic violations or similar offenses that results only in a fine or other non-custodial penalty) that reflect adversely on the reputation of the Bank, any felony conviction, any violation of law involving moral turpitude, or any violation of a final cease-and-desist order; or any violation of the policies and procedures of the Bank as outlined in the Bank's employee handbook, as from time to time amended and incorporated herein by reference, which would result in termination of the Bank employee; or

(vi) material breach by Executive of any provision of this Agreement.

Any determination of Cause under this Agreement will be made by resolution adopted by at least two-thirds vote of the disinterested members of the Board at a meeting called and held for that purpose. Executive will be provided with reasonable notice of such meeting and Executive will be given an opportunity to be heard before such vote is taken by the disinterested members of the Board.

(d) **Resignation by Executive without Good Reason**. Executive may resign from employment during the Term without Good Reason upon at least 30 days prior written notice to the Board, provided, however, that the Bank may accelerate the Date of Termination upon receipt of written notice of Executive's resignation. In the event Executive resigns without Good Reason, the Bank's sole obligation under this Agreement will be to pay or provide to Executive any Accrued Obligations.

(e) **Termination Without Cause or With Good Reason**.

(i) The Board may immediately terminate Executive's employment at any time for a reason other than Cause (a termination "Without Cause"), and Executive may, by written notice to the Board, terminate this Agreement at any time within 90 days following an event constituting "Good Reason," as defined below (a termination "With Good Reason"); provided, however, that the Bank will have 30 days to cure the "Good Reason" condition, but the Bank may waive its right to cure. In the event of termination as described under this Section 4(e)(i) during the Term and subject to the requirements of Section 4(e)(iii), the Bank will pay or provide Executive with the following:

(A) any Accrued Obligations;

(B) a gross cash payment equal to the amount of Base Salary that Executive would have earned had Executive remained employed for 24 months, which shall be payable in equal bi-weekly installments in accordance with the payroll practices of the Bank for the period of 24 months, commencing within 60 days following Executive's Date of Termination; and

(C) provided that Executive has elected continued health care coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), reimbursement of such COBRA health care costs by the Bank for up to 18 consecutive months, or if less, for the period for which Executive has elected COBRA coverage (commencing with the first month following Executive's Date of Termination and continuing until the eighteenth month following Executive's Date of Termination) in an amount necessary to provide Executive and his dependents, if any, with the same level of coverage under the Bank's group health plan, as in effect immediately prior to Executive's Date of Termination.

(ii) "Good Reason" exists if, without Executive's express written consent, any of the following occurs:

(A) any reduction in Executive's Base Salary, other than as part of a percentage reduction (not more than 10%) applicable to all members of senior management;

(B) a material reduction in Executive's authority, duties or responsibilities from the position and attributes associated with the Executive Position, including an adverse change in Executive's reporting obligations such that Executive is no longer reporting to the person or the Board, as applicable pursuant to Section 1(a) above;

(C) in connection with or following a Change in Control, Executive is required to be based at any office or location resulting in an increase in Executive's commute of 35 miles or more; or

(D) a material breach of this Agreement by the Bank.

(iii) Notwithstanding anything to the contrary in Section 4(e)(i), Executive will not receive any payments or benefits under Sections 4(e)(i)(B) or 4(e)(i)(C) unless and until Executive executes a release of claims (the "Release") against the Bank and any affiliate, and their officers, directors, successors and assigns, releasing said persons from any and all claims, rights, demands, causes of action, suits, arbitrations or grievances relating to the employment relationship, including claims under the Age Discrimination in Employment Act, but not including claims for benefits under tax-qualified plans or other benefit plans in which Executive is vested, claims for benefits required by applicable law or claims with respect to obligations set forth in this Agreement that survive the termination of this Agreement. The Release must be executed and become irrevocable by the 60th day following the Date of Termination, provided that if the 60-day period spans two (2) calendar years, then, to the extent necessary to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Code"), the payments and benefits described in this Section 4(e) will be paid, or commence, in the second calendar year.

(f) **Effect on Status as a Director**. In the event of Executive's termination of employment under this Agreement for any reason, unless otherwise agreed to by the mutual consent of Executive and the Board, such termination will also constitute Executive's resignation as a director of the Bank, the Company, Bogota Financial, MHC or as a director or trustee of any subsidiary or affiliate thereof, to the extent Executive is acting as a director or trustee of any of the aforementioned entities.

(g) **Notice; Effective Date of Termination**. Notice of Termination of employment under this Agreement must be communicated by or to Executive or the Bank, as applicable, in accordance with Section 19. "Date of Termination" as referenced in this Agreement means Executive's termination of employment pursuant to this Agreement, which will be effective on the earliest of: (i) immediately after the Bank gives notice to Executive of Executive's termination Without Cause, unless the parties agree to a later date, in which case, termination will be effective as of such later date; (ii) immediately upon approval by the Board of termination of Executive's employment for Cause; (iii) immediately upon Executive's death or Disability; (iv) 30 days after Executive gives written notice to the Bank of Executive's resignation from employment (including With Good Reason), provided that the Bank may set an earlier termination date at any time prior to the date of termination of employment, in which case Executive's resignation shall be effective as of such date; or (v) in the event of Executive's termination With Good Reason due to a material reduction in Base Salary, the date on which Executive provides Notice of Termination in accordance with Section 4(e)(i).

5. CHANGE IN CONTROL.

(a) **Change in Control Defined**. For purposes of this Agreement, the term "Change in Control" means: (i) a change in the ownership of the Corporation; (ii) a change in the effective control of the Corporation; or (iii) a change in the ownership of a substantial portion of the assets of the Corporation as defined in accordance with Code Section 409A. For purposes of this Section 5(a), the term "Corporation" is defined to include the Bank, the Company or any of their successors, as applicable.

(i) A change in the ownership of a Corporation occurs on the date that any one person, or more than one person acting as a group (as defined in Treasury Regulation 1.409A-3(i)(5)(v)(B)), acquires ownership of stock of the Corporation that, together with stock held by such person or group, constitutes more than 50 percent of the total fair market value or total voting power of the stock of such Corporation.

(ii) A change in the effective control of the Corporation occurs on the date that either (A) any one person, or more than one person acting as a group (as defined in Treasury Regulation 1.409A-3(i)(5)(vi)(D)) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Corporation possessing 30 percent or more of the total voting power of the stock of the Corporation, or (B) a majority of the members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election, provided that this subsection "(B)" is inapplicable where a majority stockholder of the Corporation is another corporation.

(iii) A change in a substantial portion of the Corporation's assets occurs on the date that any one person or more than one person acting as a group (as defined in Treasury Regulation 1.409A-3(i)(5)(vii)(C)) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Corporation that have a total gross fair market value equal to or more than 40 percent of the total gross fair market value of (A) all of the assets of the Corporation, or (B) the value of the assets being disposed of, either of which is determined without regard to any liabilities associated with such assets. For all purposes hereunder, the definition of Change in Control shall be construed to be consistent with the requirements of Treasury Regulation 1.409A-3(i)(5), except to the extent that such regulations are superseded by subsequent guidance.

Notwithstanding anything herein to the contrary, a Change in Control for purposes of this Agreement will not be deemed to have occurred in the event of a second-step conversion of the Bank's mutual holding company from mutual-to-stock form and/or contemporaneous stock offering of a newly-formed stock holding company.

(b) **Change in Control Benefits**. Upon the termination of Executive's employment by the Bank (or any successor) Without Cause or by Executive With Good Reason during the Term on or after the effective time of a Change in Control, the Bank (or any successor) will pay or provide Executive, or Executive's estate in the event of Executive's subsequent death, with the following:

(i) any Accrued Obligations;

(ii) a gross payment (the "Change in Control Severance") equal to two (2) times the sum of Executive's: (A) Base Salary at the Date of Termination (or Executive's Base Salary in effect immediately prior to the Change in Control, if higher, and (B) the average annual cash bonus earned by Executive for the two (2) most recently completed annual performance periods prior to the Change Control. The Change in Control Severance shall be payable in equal bi-weekly installments in accordance with the payroll practices of the Bank (or any successor) for a period of two years, commencing within 30 days following Executive's Date of Termination; and

(iii) 18 consecutive monthly cash payments (commencing with the first month following Executive's Date of Termination and continuing until the eighteenth month following Executive's Date of Termination) in an amount that would be necessary to provide Executive and his dependents, if any, the same level of coverage under the Bank's (or successors) group health plan for such 18 month period (regardless of whether Executive actually elects such COBRA coverage) as was in effect for Executive and his dependents, if any, immediately prior to Executive's termination of employment.

Notwithstanding the foregoing, the payments and benefits provided in this Section 5(b) will be payable to Executive in lieu of any payments or benefits that are payable under Section 4(e).

6. COVENANTS OF EXECUTIVE.

(a) **Non-Solicitation/Non-Competition**. Executive hereby covenants and agrees that during the "Restricted Period" (as defined below) Executive shall not, without the written consent of the Bank, either directly or indirectly:

(i) solicit, offer employment to, or take any other action intended (or that a reasonable person acting in like circumstances would expect) to have the effect of causing any officer or employee of the Bank, or any of its respective subsidiaries or affiliates, to terminate his or her employment with the Bank and/or accept employment with another employer; or

(ii) become an officer, employee, consultant, director, trustee, independent contractor, agent, joint venturer, partner or trustee of any savings bank, savings and loan association, savings and loan holding company, credit union, bank or bank holding company, insurance company or agency, any mortgage or loan broker or any other entity that competes with the business of the Bank or any of their direct or indirect subsidiaries or affiliates that: (A) has a headquarters within 30 miles of the Bank's headquarters (the "Restricted Territory"), or (B) has one or more offices, but is not headquartered, within the Restricted Territory, but in the latter case, only if Executive would be employed, conduct business or have other responsibilities or duties within the Restricted Territory; or

(iii) solicit, provide any information, advice or recommendation or take any other action intended (or that a reasonable person acting in like circumstances would expect) to have the effect of causing any customer of the Bank to terminate an existing business or commercial relationship with the Bank.

The restrictions contained in this Section 6(a) shall not apply in the event of Executive's termination of employment on or after the effective time of a Change in Control, except to the extent provided in Section 18 hereof.

For purposes of this Section 6(a), the "Restricted Period" will be: (i) at all times during Executive's period of employment with the Bank; and (ii) except as provided above, during the period beginning on Executive's Date of Termination and ending on the one-year anniversary of the Date of Termination.

(b) **Confidentiality**. Executive recognizes and acknowledges that Executive has been and will be the recipient of confidential and proprietary business information concerning the Bank, including without limitation, past, present, planned or considered business activities of the Bank, and Executive acknowledges and agrees that Executive will not, during or after the term of Executive's employment, disclose such confidential and proprietary information for any purposes whatsoever, except as may be expressly permitted in writing signed by the Bank, or as may be required by regulatory inquiry, law or court order.

(c) **Information/Cooperation**. Executive will, upon reasonable notice, furnish such information and assistance to the Bank as may be reasonably required by the Bank, in connection with any litigation, regulatory or similar proceeding in which it or any of its subsidiaries or affiliates is, or may become, a party; provided, however, that Executive shall not be required to provide information or assistance with respect to any litigation between Executive and the Bank or any other subsidiaries or affiliates.

(d) **Reliance**. Except as otherwise provided, all payments and benefits to Executive under this Agreement will be subject to Executive's compliance with this Section 6, to the extent applicable. The parties hereto, recognizing that irreparable injury will result to the Bank, its business and property in the event of Executive's breach of this Section 6, agree that, in the event of any such breach by Executive, the Bank will be entitled, in addition to any other remedies and damages available, to an injunction to restrain the violation hereof by Executive and all persons acting for or with Executive. Executive represents and admits that Executive's experience and capabilities are such that Executive can obtain employment in a business engaged in other lines of business than the Bank, and that the enforcement of a remedy by way of injunction will not prevent Executive from earning a livelihood. Nothing herein will be construed as prohibiting the Bank from pursuing any other remedies available to them for such breach or threatened breach, including the recovery of damages from Executive.

7. SOURCE OF PAYMENTS.

All payments provided in this Agreement shall be timely paid by check or direct deposit from the general funds of the Bank (or any successor of the Bank).

8. EFFECT ON PRIOR AGREEMENTS AND EXISTING BENEFITS PLANS.

This Agreement contains the entire understanding between the parties hereto and supersedes any prior severance arrangements, employment and change in control agreements between the Bank and Executive, including the Prior Agreement, except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to Executive under another plan, program or agreement (other than an employment or change in control agreement) between the Bank and Executive.

9. NO ATTACHMENT; BINDING ON SUCCESSORS.

(a) Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to affect any such action shall be null, void, and of no effect.

(b) The Bank shall require any successor or assignee, whether direct or indirect, by purchase, merger, consolidation or otherwise, to all or substantially all the business or assets of the Bank, expressly and unconditionally to assume and agree to perform the Bank's obligations under this Agreement, in the same manner and to the same extent that the Bank would be required to perform if no such succession or assignment had taken place. A successor's failure to assent to this Agreement following a Change in Control shall be deemed to be a material breach of this Agreement under Section 4(e) hereof.

10. MODIFICATION AND WAIVER.

(a) This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

(b) No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future as to any act other than that specifically waived.

11. CERTAIN APPLICABLE LAW.

Notwithstanding anything herein contained to the contrary, the following provisions shall apply:

(a) The Bank may terminate Executive's employment at any time, but any termination by the Bank other than termination for Cause shall not prejudice Executive's right to compensation or other benefits under this Agreement. Executive shall have no right to receive compensation or other benefits under this Agreement for any period after Executive's termination for Cause, other than the Accrued Obligations.

(b) In no event shall the Bank (nor any affiliate) be obligated to make any payment pursuant to this Agreement that is prohibited by Section 18(k) of the Federal Deposit Insurance Act (codified at 12 U.S.C. sec. 1828(k)), 12 C.F.R. Part 359, or any other applicable law.

(c) Notwithstanding anything in this Agreement to the contrary, to the extent that a payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon Executive's termination of employment, then such payments or benefits will be payable only upon Executive's "Separation from Service." For purposes of this Agreement, a "Separation from Service" will have occurred if the Bank and Executive reasonably anticipate that either no further services will be performed by Executive after the Date of Termination (whether as an employee or as an independent contractor) or the level of further services performed is less than 50 percent of the average level of bona fide services in the 36 months immediately preceding the termination. For all purposes hereunder, the definition of Separation from Service shall be interpreted consistent with Treasury Regulation Section 1.409A-1(h)(ii).

(d) Notwithstanding the foregoing, if Executive is a "Specified Employee" (i.e., a "key employee" of a publicly traded company within the meaning of Section 409A of the Code and the final regulations issued thereunder) and any payment under this Agreement is triggered due to Executive's Separation from Service, then solely to the extent necessary to avoid penalties under Section 409A of the Code, no payment shall be made during the first six (6) months following Executive's Separation from Service. Rather, any payment that would otherwise be paid to Executive during such period shall be accumulated and paid to Executive in a lump sum on the first day of the seventh month following such Separation from Service. All subsequent payments shall be paid in the manner specified in this Agreement.

(e) To the extent not specifically provided in this Agreement, any compensation or reimbursements payable to Executive shall be paid or provided no later than two and one-half (2.5) months after the calendar year in which such compensation is no longer subject to a substantial risk of forfeiture within the meaning of Treasury Regulation Section 1.409A-1(d).

(f) Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

(g) Notwithstanding anything in this Agreement to the contrary, Executive understands that nothing contained in this Agreement limits Executive's ability to file a charge or complaint with the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies") about a possible securities law violation without approval of the Bank (or any affiliate). Executive further understands that this Agreement does not limit Executive's ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Bank (or any affiliate) related to the possible securities law violation. This Agreement does not limit Executive's right to receive any resulting monetary award for information provided to any Government Agency. In addition, pursuant to the Defend Trade Secrets Act of 2016, the Executive understands that an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual (y) files any document containing the trade secret under seal; and (z) does not disclose the trade secret, except pursuant to court order.

12. SEVERABILITY.

If any provision of this Agreement is determined to be void or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect.

13. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of New Jersey, but only to the extent not superseded by federal law.

14. ARBITRATION.

Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted by a single arbitrator selected by the Bank (or in the case of arbitration following a Change in Control, selected by Executive) within 50 miles of Teaneck, New Jersey, in accordance with the Commercial Rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrators' award in any court having jurisdiction. The above notwithstanding, the Bank may seek injunctive relief in a court of competent jurisdiction in New Jersey to restrain any breach or threatened breach of any provision of this Agreement, without prejudice to any other rights or remedies that may otherwise be available to the Bank.

15. PAYMENT OF LEGAL FEES

To the extent that such payment(s) may be made without triggering a penalty under Code Section 409A, all reasonable legal fees paid or incurred by Executive pursuant to any dispute or question of interpretation relating to this Agreement shall be paid or reimbursed by the Bank, provided that the dispute or interpretation has been resolved in Executive's favor, and such reimbursement shall occur no later than 60 days after the end of the year in which the dispute is settled or resolved in Executive's favor.

16. INDEMNIFICATION.

The Bank will provide Executive (including Executive's heirs, executors and administrators) with coverage under a standard directors' and officers' liability insurance policy at its expense, and will indemnify Executive (and Executive's heirs, executors and administrators) in accordance with the certificate of incorporation and bylaws of the Bank and to the fullest extent permitted under applicable law against all expenses and liabilities reasonably incurred by Executive in connection with or arising out of any action, suit or proceeding in which Executive may be involved by reason of having been a trustee, director or officer of the Bank or any subsidiary or affiliate of the Bank.

17. TAX WITHHOLDING.

The Bank may withhold from any amounts payable to Executive hereunder all federal, state, local or other taxes that the Bank may reasonably determine are required to be withheld pursuant to any applicable law or regulation (it being understood that Executive is responsible for payment of all taxes in respect of the payments and benefits provided herein).

18. TAX MATTERS.

If Executive's employment is terminated following a Change in Control, the non-solicitation and non-competition restrictions set forth in Section 6 of this Agreement shall apply for the period of time mutually agreed to by the parties, and in no event shall the time period be less than six (6) months or exceed two (2) years. The Bank and Executive hereby recognize that: (i) the non-solicitation and non-competition restrictions under Section 6 have value, and (ii) the value shall be recognized in any calculations the Bank and Executive perform with respect to determining the affect, if any, of the parachute payment provisions of Section 280G of the Code ("Section 280G"), by allocating a portion of any payments, benefits or distributions in the nature of compensation (within the meaning of Section 280G(b)(2)), including the payments under Section 5(b) of this Agreement, to the fair value of the non-solicitation and non-competition restrictions under Section 6 of this Agreement (the "Appraised Value"). The Bank, at the Bank's expense, shall obtain an independent appraisal to determine the Appraised Value no later than forty-five days after entering into an agreement, that if completed, would constitute a Change in Control as defined in Section 5(a). The Appraised Value will be considered reasonable compensation for post change in control services within the meaning of Q&A-40 of the regulations under Section 280G; and accordingly, any aggregate parachute payments, as defined in Section 280G, will be reduced by the Appraised Value.

19. NOTICE.

For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below or if sent by facsimile or email, on the date it is actually received.

To the Bank:	Bogota Savings Bank 819 Teaneck Road Teaneck, New Jersey 07666 Attention: Corporate Secretary
To Executive:	Most recent address on file with the Bank

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

By signing below, the Bank and Executive acknowledge and agree that: (1) this Agreement shall supersede and replace the Executive's Change in Control Agreement between the Bank and Executive dated January 15, 2020 (the "Prior Agreement") as of the Effective Date; and (2) the Prior Agreement shall be terminated as of the Effective Date.

BOGOTA SAVINGS BANK

By: /s/Steven M. Goldberg
Name: Steven M. Goldberg
Title: Chairman of the Board

EXECUTIVE

/s/Kevin Pace
Kevin Pace

Exhibit 31.1

Certification of Chief Executive Officer and Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Joseph Coccaro, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Bogota Financial Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 15, 2024

/s/ Kevin Pace
Kevin Pace
President and Chief Executive Officer

Exhibit 31.2

Certification of Chief Executive Officer and Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Brian McCourt, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Bogota Financial Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 15, 2024

/s/ Brian McCourt
Brian McCourt
Chief Financial Officer

Exhibit 32.1

Certification of Chief Executive Officer and Chief Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Kevin Pace, President and Chief Executive Officer of Bogota Financial Corp. (the “Company”), and Brian McCourt, Chief Financial Officer of the Company, each certify in his capacity as an executive officer of the Company that he has reviewed the Quarterly Report on Form 10-Q for the period ended March 31, 2024 (the “Report”) and that, to the best of his knowledge:

1. The Report fully complies with the requirements of Sections 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 15, 2024

/s/ Kevin Pace
Kevin Pace
President and Chief Executive Officer

Date: May 15, 2024

/s/ Brian McCourt
Brian McCourt
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.