

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 8, 2014

M&T BANK CORPORATION

(Exact name of registrant as specified in its charter)

New York

State or other jurisdiction of incorporation)

1-9861
(Commission
File Number)

16-0968385
(I.R.S. Employer
Identification No.)

One M&T Plaza, Buffalo, New York
(Address of principal executive offices)

14203
(Zip Code)

Registrant's telephone number, including area code: (716) 842-5445

(NOT APPLICABLE)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01. Other Information

On December 8, 2014, M&T Bank Corporation ("M&T"), Hudson City Bancorp, Inc. ("Hudson City") and Wilmington Trust Corporation, a direct, wholly owned subsidiary of M&T ("Merger Sub"), entered into an amendment (the "Amendment") to that certain Agreement and Plan of Merger, dated as of August 27, 2012, as amended by Amendment No. 1, dated as of April 13, 2013, and Amendment No. 2, dated as of December 16, 2013 (the "Merger Agreement"), by and among M&T, Hudson City and Merger Sub, pursuant to which, among other things, Hudson City will merge with and into Merger Sub, with Merger Sub continuing as the surviving corporation (the "Merger").

The Amendment extends, from December 31, 2014 to April 30, 2015, the date after which either M&T or Hudson City can elect to terminate the Merger Agreement if the Merger has not yet been completed.

A copy of the Amendment is attached hereto as Exhibit 2.1 and is incorporated herein by reference. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment.

On December 9, 2014, M&T and Hudson City issued a joint press release announcing the execution of and describing the Amendment, a copy of which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Cautionary Statements Regarding Forward-Looking Information

This Current Report on Form 8-K contains forward looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are based on certain assumptions and describe future plans, strategies and expectations of Hudson City and M&T. Such forward-looking statements may be identified by the use of such words as "may," "believe," "expect," "anticipate," "should," "plan," "estimate," "predict," "continue," and "potential" or the negative of these terms or other comparable terminology. Examples of forward-looking statements include, but are not limited to, estimates with respect to the financial condition, results of operations and business of Hudson City and M&T, and their respective strategies, plans, objectives, expectations and intentions, including the Merger, and other statements contained in this Current Report on Form 8-K that are not historical facts. Hudson City's and M&T's ability to predict results or the actual effect of future plans or strategies, including the Merger and Hudson City's implementation of its strategic plan, is inherently uncertain and actual results and performance could differ materially from those contemplated or implied by these forward-looking statements. They can be affected by inaccurate assumptions Hudson City and M&T might make or by known or unknown risks and uncertainties. Factors that could cause assumptions to be incorrect include, but are not limited to, changes in interest rates, general economic conditions, legislative, regulatory and public policy changes, further delays in closing the Merger and the ability of Hudson City or M&T to obtain regulatory approvals and meet other closing conditions to the Merger. These risks and uncertainties should be considered in evaluating forward-looking statements and undue reliance should not be placed on such statements. For a summary of important factors that could affect Hudson City's forward-looking statements, please refer to Hudson City Bancorp, Inc.'s filings with the Securities and Exchange Commission ("SEC") available at www.sec.gov. For a summary of important factors that could affect M&T's forward-looking statements, please refer to M&T's filings with the SEC available at www.sec.gov. Neither Hudson City nor M&T intends to update any of the forward-looking statements after the date of this Current Report on Form 8-K or to conform these statements to actual events.

Important Additional Information

In connection with the Merger, M&T filed with the SEC on February 22, 2013 a Registration Statement on Form S-4 that included a Joint Proxy Statement of M&T and Hudson City and a Prospectus of M&T. The Form S-4 has been declared effective.

Each of M&T and Hudson City may file other relevant documents concerning the proposed transaction. **SHAREHOLDERS OF M&T AND HUDSON CITY ARE URGED TO READ THE REGISTRATION STATEMENT AND THE JOINT PROXY STATEMENT/PROSPECTUS REGARDING THE MERGER AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS WHEN THEY BECOME AVAILABLE, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION.**

A free copy of the Joint Proxy Statement/Prospectus, as well as other filings containing information about M&T and Hudson City, may be obtained at the SEC's Internet site (<http://www.sec.gov>). You are also able to obtain these documents, free of charge, from M&T at www.mtb.com under the tab "About Us" and then under the heading "Investor Relations" or from Hudson City by accessing Hudson City's website at www.hcsbonline.com under the heading "Investor Relations." Copies of the Joint Proxy Statement/Prospectus can also be obtained, free of charge, by directing a request to Investor Relations, One M&T Plaza, Buffalo, New York 14203, (716) 842-5445.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
2.1	Amendment No. 3, dated as of December 8, 2014, to the Agreement and Plan of Merger, dated as of August 27, 2012, as amended by Amendment No. 1, dated as of April 13, 2013, and Amendment No. 2, dated as of December 16, 2013, by and among M&T Bank Corporation, Hudson City Bancorp, Inc. and Wilmington Trust Corporation.
99.1	Joint Press Release, dated December 9, 2014.

SIGNATURES

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

M&T BANK CORPORATION

/s/ Drew J. Pfirman

Drew J. Pfirman

Senior Vice President and General Counsel

Date: December 9, 2014

EXHIBIT INDEX

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99.1	Joint Press Release, dated December 9, 2014.

AMENDMENT NO. 3 TO AGREEMENT AND PLAN OF MERGER

This Amendment No. 3 (this "Amendment") to the Agreement and Plan of Merger, dated as of August 27, 2012 and amended by Amendment No. 1 to Agreement and Plan of Merger, dated as of April 13, 2013 and Amendment No. 2 to the Agreement and Plan of Merger ("Amendment No. 2"), dated as of December 16, 2013 (as amended, the "Agreement"), is made and entered into as of December 8, 2014, by and among M&T Bank Corporation, a New York business corporation ("M&T"), Hudson City Bancorp, Inc., a Delaware corporation ("Hudson"), and Wilmington Trust Corporation, a Delaware corporation and direct, wholly owned Subsidiary of M&T ("Merger Sub").

RECITALS

- A. M&T, Hudson and Merger Sub are parties to the Agreement.
- B. As provided in Section 9.2 of the Agreement, the parties may amend the terms of the Agreement by an instrument in writing, signed by the parties.
- C. The parties hereto desire to enter into this Amendment upon the terms and conditions set forth herein.
- D. All capitalized terms contained in this Amendment, but not specifically defined in this Amendment, shall have the meanings ascribed to such terms in the Agreement.

AGREEMENT

- 1. Amendments to Section 8.1. Section 8.1(b)(ii) of the Agreement is hereby amended by replacing the reference to "December 31, 2014" with the words "April 30, 2015".
- 2. Permitted Actions. Notwithstanding any provision of the Agreement (including Section 5.1(i) or 5.2) to the contrary, the parties hereby agree to the matters set forth on Annex A hereto. The parties shall reasonably cooperate with respect to such matters.
- 3. No Further Amendments. Except as expressly amended hereby, the Agreement is in all respects ratified and confirmed, and all the terms, conditions and provisions thereof shall remain in full force and effect. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Agreement or any of the documents referred to therein.
- 4. Effect of Amendment. This Amendment shall form a part of the Agreement for all purposes, and each party thereto and hereto shall be bound hereby. From and after the execution of this Amendment by the parties hereto, any reference to the Agreement shall be deemed a reference to the Agreement as amended hereby.
- 5. Counterparts. This Amendment may be executed in two or more counterparts (including by facsimile or other electronic means), all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.
- 6. Severability. Whenever possible, each provision or portion of any provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Amendment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Amendment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.
- 7. Governing Law. This Amendment and all disputes or controversies arising out of or relating to this Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York (provided that the DGCL, including the provisions governing the fiduciary duties of directors, shall govern as applicable).
- 8. Headings. The headings used in this Amendment are inserted for purposes of convenience of reference only and shall not limit or define the meaning of any provisions of this Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date and year first above written.

M&T BANK CORPORATION

By: /s/ Mark J. Czarnecki
Name: Mark J. Czarnecki
Title: President and Chief Operating Officer

HUDSON CITY BANCORP, INC

By: /s/ Denis J. Salamone
Name: Denis J. Salamone
Title: Chairman and Chief Executive Officer

WILMINGTON TRUST CORPORATION

By: /s/ Mark J. Czarnecki
Name: Mark J. Czarnecki
Title: President and Chief Operating Officer

[Signature page to Amendment No. 3 to Agreement and Plan of Merger]

Annex A

1. The amounts set forth in Paragraph 3 of Annex A to Amendment No. 2 payable with respect to the Executive Officer Annual Incentive Plan shall remain \$20.0 million in respect of calendar year 2014 and be reduced to \$15.0 million in respect of calendar year 2015 (to be prorated for the number of days elapsed from January 1, 2015 to the Closing Date). Without derogating from the provisions of Section 6.5(c) of the Merger Agreement, payments made pursuant to the Executive Officer Annual Incentive Plan will be included in the calculation of severance benefits under any employment agreement or change of control agreement with Hudson or Hudson Bank, except that with respect to bonus payments made for calendar year 2014 (if the Closing occurs after December 31, 2014), no payment to an officer of a bonus in excess of his or her target amount shall be taken into account for purposes of calculating his or her severance benefits under any employment agreement or change of control agreement with Hudson or Hudson Bank. Hudson and Hudson Bank shall determine the time of payment of each bonus in a manner that is consistent with the terms of the plan.
2. The amounts set forth in Paragraph 4 of Annex A to Amendment No. 2 payable with respect to the Profit Incentive Plan (providing for bonuses paid to employees who do not participate in the Executive Officer Annual Incentive Plan) shall remain \$8.0 million in respect of each of calendar year 2014 and calendar year 2015. Hudson and Hudson Bank shall determine the time of payment of each bonus in a manner that is consistent with past practice. Hudson and Hudson Bank may structure bonuses for calendar year 2015 to provide for payments more frequently than annually.
3. The amount of set forth in Paragraph 5 of Annex A to Amendment No. 2 payable in connection with retention incentives in respect of current employees shall remain \$10.0 million. For the avoidance of doubt, this cap shall not apply with respect to retention incentives provided to new hires.
4. For purposes of the second sentence of Section 6.5(a) of the Agreement relating to severance under the Hudson Severance Plan, M&T shall provide eligible employees who experience a qualifying termination of employment during the one-year period following the Effective Time as provided in the second sentence of Section 6.5(a) with the following employee severance payments: (a) for officers, severance benefits of four weeks of salary for every year of service, not to exceed 52 weeks of salary, and (b) for non-officers, severance benefits of two weeks of salary for every year of service, not to exceed 52 weeks of salary.
5. Salary adjustments made in 2015 for all employees with a title of Senior Vice President and lower will be included in the calculation of severance benefits (including, without limitation, under any change of control or employment agreement).
6. Hudson will have the ability to grant salary adjustments for all employees for 2015 in the ordinary course of business but in any event not to exceed 8% in the aggregate.
7. The three-year vesting period with respect to equity awards granted in 2015 shall commence on January 1, 2015, with the first vesting date for such awards to occur on January 1, 2016. Any such equity awards granted by Hudson in 2015 shall only be granted to employees and officers with the title of Vice President and above. The aggregate grant date fair market value for these awards shall be determined in accordance with past practice (except without regard for performance vesting) but in any event will not exceed \$18.0 million. Such awards shall not vest or become payable or exercisable solely as a result of the Merger, provided that such awards, to the extent not previously vested, shall vest on a pro-rata basis as of the Effective Time based on the number of days elapsed from January 1, 2015 through the Effective Time.
8. Not later than the Effective Date, M&T shall enter into an agreement with each officer entitled to a payment or other benefits under a change-in-control agreement or employment agreement, which agreement would fix the amounts of severance payments or benefits to such officer if he or she is terminated under circumstances entitling him or her to such payment or benefit on or after the Effective Date and provide that any entitlement to such payments or benefits shall be subject to such officer's execution and the effectiveness of a release of claims against Hudson and M&T and their affiliates in a form and substance satisfactory to M&T.

CONTACTS:

Hudson City Bancorp, Inc.
Susan Munhall
(201) 967-8290

M&T Bank Corporation

Investor Contact: Donald J. MacLeod
(716) 842-5138

Media Contact: C. Michael Zabel
(716) 481-1458

**HUDSON CITY BANCORP, INC. AND M&T BANK CORPORATION ANNOUNCE FURTHER EXTENSION OF TIME TO COMPLETE
PROPOSED MERGER TO APRIL 30, 2015**

Paramus, New Jersey and Buffalo, New York, December 9, 2014 - Hudson City Bancorp, Inc. (NASDAQ: HCBK) ("Hudson City") and M&T Bank Corporation (NYSE: MTB) ("M&T") announced today that they have agreed to extend the date after which either party may elect to terminate the Agreement and Plan of Merger dated August 27, 2012, if the merger has not yet been completed from December 31, 2014 to April 30, 2015 pursuant to Amendment No. 3 to the Agreement and Plan of Merger, which has been approved by both the Hudson City and M&T Boards of Directors. The consideration and exchange ratio as provided in the Agreement and Plan of Merger will remain the same.

In early 2013, M&T learned that the Federal Reserve identified certain regulatory concerns with M&T's procedures, systems and processes relating to M&T's Bank Secrecy Act and anti-money-laundering compliance program ("BSA/AML"), and M&T commenced a major initiative, which is ongoing, intended to fully address the Federal Reserve's concerns. The extension will provide additional time to obtain a regulatory determination on the applications necessary to complete the proposed merger. However, no assurance can be given as to whether or when the necessary regulatory approvals for the merger will be received.

Mr. Denis J. Salamone, Chairman and Chief Executive Officer of Hudson City, stated "While we are disappointed that the transaction is delayed further, we understand that M&T has continued to make significant progress towards addressing the Federal Reserve's concerns. As a result, we believe that it is reasonable to agree to an extension to allow M&T to further progress the remediation initiative. Our Board of Directors re-engaged with its financial advisor and legal team to assess the merger with M&T and the options available to the Company. We believe that the value of the transaction has improved over time and remains financially attractive to the company's shareholders. The Company's Board of Directors, in consultation with its advisors, continues to believe that the M&T transaction is in the best interest of the company and our shareholders."

"We continue to believe strongly that M&T's merger with Hudson City will be beneficial to both institutions, their shareholders and the customers and communities we serve, and we remain fully committed to the fruition of our agreement," said M&T Chairman and CEO Robert G. Wilmers.

About Hudson City Bancorp, Inc.

Hudson City Bancorp is a Delaware corporation organized in 1999 and serves as the holding company of its only subsidiary, Hudson City Savings Bank. Hudson City Savings Bank conducts its operations out of its corporate offices in Paramus in Bergen County, New Jersey and through 135 banking offices in the New York metropolitan area.

About M&T Bank Corporation

M&T is a financial holding company headquartered in Buffalo, New York. M&T's principal banking subsidiary, M&T Bank, operates banking offices in New York, Pennsylvania, Maryland, Virginia, West Virginia, Delaware and the District of Columbia. Trust-related services are provided by M&T's Wilmington Trust-affiliated companies and by M&T Bank.

Forward-Looking Statements

This release may contain certain "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 that are based on certain assumptions and describe future plans, strategies and expectations of Hudson City and M&T. Such forward-looking statements may be identified by the use of such words as "may," "believe," "expect," "anticipate," "should," "plan," "estimate," "predict," "continue," and "potential" or the negative of these terms or other comparable terminology. Examples of forward-looking statements include, but are not limited to, estimates with respect to the financial condition, results of operations and business of Hudson City and M&T, and their respective strategies, plans, objectives, expectations, and intentions, including the merger, and other statements contained in this release that are not historical facts. Hudson City's and M&T's ability to predict results or the actual effect of future plans or strategies, including the merger and Hudson City's implementation of its Strategic Plan, is inherently uncertain and actual results and performance could differ materially from those contemplated or implied by these forward-looking statements. They can be affected by inaccurate assumptions Hudson City and M&T might make or by known or unknown risks and uncertainties. Factors that could cause assumptions to be incorrect include, but are not limited to, changes in interest rates, general economic conditions, legislative, regulatory and public policy changes, further delays in closing the merger and the ability of Hudson City or M&T to obtain regulatory approvals and meet other closing conditions to the merger. These risks and uncertainties should be considered in evaluating forward-looking statements and undue reliance should not be placed on such statements. For a summary of important factors that could affect Hudson City's forward-looking statements, please refer to Hudson City Bancorp, Inc.'s filings with the Securities and Exchange Commission ("SEC") available at www.sec.gov. For a summary of important factors that could affect M&T's forward-looking statements, please refer to M&T's filings with the SEC available at www.sec.gov. Neither Hudson City nor M&T intends to update any of the forward-looking statements after the date of this release or to conform these statements to actual events.

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