

**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 16, 2013

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 16, 2013 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 (the “Merger Agreement”), dated as of August 27, 2012, as amended by Amendment No. 1, dated as of April 13, 2013, 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”).

A copy of the Amendment is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

On December 17, 2013, M&T issued a press release announcing the execution of and describing the Amendment, a copy of which is attached hereto as Exhibit 99.1. The press release 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, which is attached hereto as Exhibit 2.1 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 giving M&T’s expectations or predictions of future financial or business performance or conditions. Forward-looking statements are typically identified by words such as “believe,” “expect,” “anticipate,” “intend,” “target,” “estimate,” “continue,” “positions,” “prospects” or “potential,” by future conditional verbs such as “will,” “would,” “should,” “could” or “may”, or by variations of such words or by similar expressions. These forward-looking statements are subject to numerous assumptions, risks and uncertainties which change over time. Forward-looking statements speak only as of the date they are made and we assume no duty to update forward-looking statements.

In addition to factors previously disclosed in M&T’s reports filed with the Securities and Exchange Commission (“SEC”) and those identified elsewhere in this filing, the following factors among others, could cause actual results to differ materially from forward-looking statements or historical performance: ability to obtain regulatory approvals and meet other closing conditions to the merger; delay in closing the merger; difficulties and delays in integrating the M&T and Hudson City businesses or fully realizing cost savings and other benefits; business disruption following the Merger; changes in asset quality and credit risk; the inability to sustain revenue and earnings growth; changes in interest rates and capital markets; inflation; customer acceptance of M&T products and services; customer borrowing, repayment, investment and deposit practices; customer disintermediation; the introduction, withdrawal, success and timing of business initiatives; competitive conditions; the inability to realize cost savings or revenues or to implement integration plans and other consequences associated with mergers, acquisitions and divestitures; economic conditions; and the impact, extent and timing of technological changes, capital management activities, and other actions of the Federal Reserve Board and legislative and regulatory actions and reforms.

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 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 will also be 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.

Exhibit No.	Description of Exhibit
2.1	Amendment No. 2, dated as of December 16, 2013, to Agreement and Plan of Merger, dated as of August 27, 2012, as amended by Amendment No. 1, dated as of April 13, 2013, by and among M&T Bank Corporation, Hudson City Bancorp, Inc. and Wilmington Trust Corporation
99.1	News Release dated December 17, 2013

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 17, 2013

EXHIBIT INDEX

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99.1	News Release dated December 17, 2013

AMENDMENT NO. 2 TO AGREEMENT AND PLAN OF MERGER

This Amendment No. 2 (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 ("Amendment No. 1"), dated as of April 13, 2013 (as amended, the "Agreement"), is made and entered into as of December 16, 2013, 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. Amendment to Section 1.2. Section 1.2 of the Agreement is hereby amended and restated to provide in its entirety as follows:

Section 1.2 Closing. On the terms and subject to the conditions set forth in this Agreement, the closing of the Merger (the "Closing") shall take place at 10:00 a.m., New York City time, at the offices of Sullivan & Cromwell LLP, counsel to Hudson, on a date to be specified by the parties, which date shall be no later than three Business Days after the satisfaction or waiver (subject to applicable law) of the latest to occur of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of those conditions) or, if later, a date specified by Hudson to the minimum extent necessary to give effect to the procedures prescribed in Section 2.3, unless another date, time or place is agreed to in writing by M&T and Hudson. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date."

2. Amendment to Section 6.1. Section 6.1(d) of the Agreement is hereby amended by adding the following proviso to the end thereof:

provided, further, that the definition of Burdensome Condition shall be deemed to exclude any action or effect to the extent arising or resulting from or related to matters, circumstances or issues in existence on or before December 16, 2013, or otherwise arising or resulting from or required by the Written Agreement, dated as of June 17, 2013, by and among M&T, M&T Bank and the Federal Reserve Bank of New York and the matters and circumstances reflected therein.

3. Amendments to Section 8.1.

(a) Section 8.1(b)(ii) of the Agreement is hereby amended by replacing the reference to “January 31, 2014” with the words “December 31, 2014”.

(b) Section 8.1 is hereby amended by replacing the period at the end of clause (c) with “; or” and adding the following clause (d):

(d) by Hudson, at any time, if Hudson reasonably determines that M&T or M&T Bank is unlikely to be able to obtain the Requisite Regulatory Approvals in time to permit the Closing to occur on or prior to the Outside Date due to M&T’s or M&T Bank’s performance under the Written Agreement, dated as of June 17, 2013, by and among M&T, M&T Bank and the Federal Reserve Bank of New York.

(c) The last paragraph of Section 8.1 is hereby amended by replacing the words “clause (b) or (c)” with “clause (b), (c) or (d)”.

4. Access. Subject to the terms of Section 6.2 of the Agreement, M&T shall provide Hudson with access on a timely basis to all information requested by Hudson that is reasonably necessary for Hudson to assess M&T’s progress in obtaining the Requisite Regulatory Approvals.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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).

11. 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]

Annex A

1. Hudson may proceed with the implementation of its Strategic Plan.
2. Hudson may enter into or renew vendor agreements for terms of up to two years.
3. The amounts set forth in Paragraph 4 of Annex A to Amendment No. 1 payable with respect to the Executive Officer Annual Incentive Plan are increased to \$15.0 million in respect of calendar year 2013 and \$20.0 million in respect of calendar year 2014. 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.
4. The amounts set forth in Paragraph 5 of Annex A to Amendment No. 1 payable with respect to the Profit Incentive Plan are increased to \$7.0 million in respect of calendar year 2013 and \$8.0 million in respect of calendar year 2014.
5. The amount set forth in Paragraph 6 of Annex A to Amendment No. 1 payable in connection with retention incentives in respect of current employees is increased to \$10.0 million. For the avoidance of doubt, this cap shall not apply with respect to retention incentives provided to new hires.
6. Salary adjustments made in 2012, 2013 and 2014 for all employees and officers will be included in the calculation of severance benefits (including, without limitation, under any change of control or employment agreement).
7. The three-year vesting period with respect to equity awards granted in 2014 shall commence on January 1, 2014, with the first vesting date for such awards to occur on the earlier of the Effective Time or January 1, 2015. Any such equity awards granted by Hudson in 2014 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.
8. The percentage set forth in Paragraph 9 of Annex A to Amendment No. 1 in connection with salary adjustments is increased to 8%.
9. The amount set forth in Paragraph 11 of Annex A to Amendment No. 1 in connection with the hiring of replacement executive is increased to \$500,000. Hudson will consult in advance with M&T with respect to individual salaries of replacement executives in excess of \$500,000.

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

FOR IMMEDIATE RELEASE
December 17, 2013

Media Contact: Chet Bridger
(716) 842-5385

M&T and Hudson City Announce Extension of the Merger Agreement

BUFFALO, NEW YORK -- M&T Bank Corporation (“M&T”) (NYSE:MTB) and Hudson City Bancorp, Inc. (“Hudson City”) (NASDAQ:HCBK) announced today that they expect additional time will be required to obtain a regulatory determination on the applications necessary to complete their proposed merger. As previously disclosed, 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. Early in 2013, M&T commenced a major initiative to fully address the Federal Reserve’s concerns. M&T is devoting substantial resources towards this initiative and believes that it is making significant progress. Based upon discussions with the Federal Reserve, M&T expects that additional time will be required for the Federal Reserve to act on the merger application, and that any such action is not likely to occur before the latter part of 2014.

As a result, M&T and Hudson City have agreed to extend from January 31, 2014 to December 31, 2014 the date after which either party may elect to terminate the merger agreement if the merger has not yet been completed. However, there can be no assurances that regulatory approval will be obtained or that the merger will be completed by that date.

“We continue to believe strongly that a merger with Hudson City is beneficial to both institutions, their shareholders and the communities we serve. We could not have asked for a better partner than Hudson City as we continue to work towards a successful outcome,” said René F. Jones, Executive Vice President and Chief Financial Officer of M&T.

M&T and Hudson City intend to close the merger as soon as possible following the receipt of all necessary regulatory approvals and satisfaction of all other conditions to closing.

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.

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On August 27, 2012, M&T, Hudson City and Wilmington Trust Corporation, a Delaware corporation and a wholly owned subsidiary of M&T ("WTC"), entered into an Agreement and Plan of Merger (the "Merger Agreement"). The Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, Hudson City will merge with and into WTC, with WTC continuing as the surviving entity (the "Merger"). In addition to factors previously disclosed in M&T's and Hudson City's reports filed with the SEC and those identified elsewhere in this release, the following factors among others, could cause actual results to differ materially from forward-looking statements or historical performance: ability to obtain regulatory approvals and meet other closing conditions to the Merger, particularly in view of the Federal Reserve issues that have caused a delay in obtaining a regulatory determination; the additional delay in closing the Merger; difficulties and delays in integrating the M&T and Hudson City businesses or fully realizing cost savings and other benefits; business disruption following the Merger; changes in asset quality and credit risk; the inability to sustain revenue and earnings growth; changes in interest rates and capital markets; inflation; customer acceptance of M&T products and services; customer borrowing, repayment, investment and deposit practices; customer disintermediation; the introduction, withdrawal, success and timing of business initiatives; competitive conditions; the inability to

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