

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568102

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	11/01/2019
<b>RESUBMIT DOCUMENT ID:</b>	900538538

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Bank		07/15/2019	Chartered Bank: CONNECTICUT

## RECEIVING PARTY DATA

<b>Name:</b>	People's United Bank, National Association
<b>Street Address:</b>	850 MAIN STREET
<b>City:</b>	BRIDGEPORT
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06604
<b>Entity Type:</b>	National Bank: UNITED STATES

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Serial Number:</b>	88076026	RESXMORTGAGE

## CORRESPONDENCE DATA

**Fax Number:** 6176468646  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 6176468000  
**Email:** cxltrademarks@wolfgreenfield.com  
**Correspondent Name:** Christina M. Licursi  
**Address Line 1:** 600 ATLANTIC AVENUE  
**Address Line 2:** Wolf, Greenfield & Sacks, P.C.  
**Address Line 4:** BOSTON, MASSACHUSETTS 02210

<b>ATTORNEY DOCKET NUMBER:</b>	P1140.20003US00
<b>NAME OF SUBMITTER:</b>	Christina M. Licursi
<b>SIGNATURE:</b>	/Christina M. Licursi/
<b>DATE SIGNED:</b>	03/20/2020

Total Attachments: 22

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STATE OF CONNECTICUT  
 DEPARTMENT OF BANKING  
 260 CONSTITUTION PLAZA • HARTFORD, CT 06103-1800



**Jorge L. Perez**  
 Commissioner

FILING #0006671535 PG 01 OF 21 VOL B-02626  
 FILED 11/01/2019 09:41 AM PAGE 00266  
 SECRETARY OF THE STATE  
 CONNECTICUT SECRETARY OF THE STATE

\*\*\*\*\*  
 \*  
 IN THE MATTER OF: \*  
 \*  
 The Acquisition Statement of People's \*  
 United Financial, Inc. Concerning the \*  
 Acquisition of United Financial Bancorp, \*  
 Inc. \*  
 \*  
 \*\*\*\*\*

Notice of Intent Not to Disapprove  
 Pursuant to Section 36a-185 of the  
 Connecticut General Statutes

On July 29, 2019, People's United Financial, Inc. ("People's United"), a Delaware corporation and bank holding company, filed an acquisition statement pursuant to § 36a-184 of the Connecticut General Statutes ("C.G.S.") to acquire 100 percent of the outstanding shares of common stock of United Financial Bancorp, Inc. ("United Financial"), a Connecticut corporation and bank holding company. On August 1, 2019, August 9, 2019, August 13, 2019, August 17, 2019, August 30, 2019, September 3, 2019, and September 19, 2019, People's filed supplemental information to complete the acquisition statement. The acquisition will take place in connection with the merger of United Bank, a Connecticut-chartered bank and wholly-owned subsidiary of United Financial, with and into People's United Bank, National Association ("People's"), a national banking association headquartered in Bridgeport, Connecticut, that is a wholly-owned subsidiary of People's United. United Bank filed a notice for the merger pursuant to C.G.S. § 36a-126(b) on July 22, 2019.

Notice of the acquisition statement was placed in *The Department of Banking News Bulletin* ("Bulletin") #2892 for the week ending July 26, 2019. The *Bulletin* contains a statement that written comments on any item noted therein will be accepted within 10 business days of the date of the *Bulletin*. One comment was received objecting to the proposed acquisition and merger because of a concern over mismanagement and certain decision-making at United Bank. The comment also expressed concern related to potential layoffs. This comment was taken into consideration.

**FINDINGS**

1. United Bank is a "bank" within the meaning of C.G.S. § 36a-2(4) because it is a "Connecticut bank" within the meaning of C.G.S. § 36a-2(12), in that it is a bank chartered or organized under the laws of Connecticut.
2. United Financial is a "bank holding company" within the meaning of C.G.S. § 36a-2(6) because it is a "bank holding company" as that term is defined in 12 U.S.C. § 1841(a), in that it is a company that has control over a bank.

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3. People's United Bank, National Association is a "bank" within the meaning of C.G.S. §§ 36a-2(4) because it is a "Federal bank" within the meaning of 36a-2(28), in that it is a national banking association having its principal office in Connecticut.
4. People's United Financial, Inc. is a "bank holding company" within the meaning of C.G.S. § 36a-2(6) because it is a "bank holding company" as that term is defined in 12 U.S.C. § 1841(a), in that it is a company that has control over a bank.
5. United Bank has been in existence and continuously operating for at least five years.
6. People's United, including all insured depository institutions which are affiliates of People's United, upon consummation of the acquisition of United Financial, will control less than 30 percent of the total amount of deposits of insured depository institutions in Connecticut.
7. People's United's subsidiary, People's, has a record of compliance with the requirements of the federal Community Reinvestment Act (Community Reinvestment Act of 1977, 12 U.S.C. 2901 *et seq.*, as from time to time amended, and the regulations promulgated thereunder), and C.G.S. § 36a-30 to § 36a-33, inclusive, to the extent applicable, and applicable consumer protection laws.
8. The merger of People's and United Bank will promote public convenience, the benefits to the public clearly outweigh possible adverse effects, and the terms of the merger are reasonable and in accordance with law and sound public policy.
9. The acquisition statement filed by People's United complies with C.G.S. § 36a-184(c) and the acquisition does not warrant my disapproval under the criteria set forth in C.G.S. § 36a-185.
10. The acquisition of United Bank will not result in a monopoly and will not be in furtherance of any combination or conspiracy to monopolize or attempt to monopolize the business of banking in this state, and the effect of the acquisition and merger will not be to substantially lessen competition or to create a monopoly or be in restraint of trade.
11. The programs, policies and procedures relating to anti-money laundering activities of People's and the proposed programs, policies and procedures of People's relating to anti-money laundering activities are adequate, and People's has a record of compliance with anti-money laundering laws and regulations.

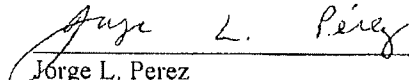
**APPROVAL**

**BASED ON THE FOREGOING:**

Pursuant to the authority granted in C.G.S. § 36a-185, and based on the representations in the Application and the various supplemental information provided, I hereby issue notice of my intent not to disapprove the acquisition by People's United Financial, Inc. of 100 percent of the outstanding shares of common stock of United Financial Bancorp, Inc.

The above notice of intent not to disapprove is conditioned upon receipt of all approvals required under federal law, approval of the shareholders of United Financial Bancorp, Inc., and the commitment from People's United Financial, Inc. that it will seek to minimize the impact of any reduction in positions resulting from the acquisition.

Dated at Hartford, Connecticut  
this 3<sup>rd</sup> day of October 2019.

  
\_\_\_\_\_  
Jorge L. Perez  
Banking Commissioner

EXECUTION VERSION

**AGREEMENT AND PLAN OF MERGER**

of

**UNITED BANK**

with and into

**PEOPLE'S UNITED BANK, NATIONAL ASSOCIATION**

This Agreement and Plan of Merger, dated as of July 15, 2019 (this "Agreement"), is made and entered into between People's United Bank, National Association, a national banking association ("Purchaser Bank"), and United Bank, a Connecticut-chartered stock savings bank ("United Bank").

**WITNESSETH:**

**WHEREAS**, Purchaser Bank is a national banking association duly organized and existing under the laws of the United States with its main office located at 850 Main Street, Bridgeport, Connecticut 06604;

**WHEREAS**, United Bank is a stock savings bank duly organized and existing under the laws of the state of Connecticut with its main office located at 151 Asylum Street, Hartford, Connecticut 06103;

**WHEREAS**, People's United Financial, Inc. ("Purchaser") is the record and beneficial owner of all of the outstanding shares of common stock of Purchaser Bank;

**WHEREAS**, United Financial Bancorp, Inc. ("United Financial") is the record and beneficial owner of all of the outstanding shares of common stock of United Bank;

**WHEREAS**, Purchaser and United Financial are parties to an Agreement and Plan of Merger, dated as of the date hereof, as it may be amended from time to time (the "Parent Merger Agreement"), pursuant to which, and subject to the terms and conditions of which, United Financial shall merge with and into Purchaser (the "Parent Merger"), whereby (i) the corporate existence of United Financial shall cease and Purchaser shall continue its corporate existence under the laws of the State of Delaware as the surviving corporation in the Parent Merger and (ii) United Bank shall become a wholly owned subsidiary of Purchaser; and

**WHEREAS**, the respective boards of directors of Purchaser Bank and United Bank, acting pursuant to resolutions duly adopted, have approved this Agreement and authorized the execution hereof.

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

**1. THE MERGER**

**A. Merger; Surviving Bank**

Subject to the terms and conditions of this Agreement, at the Effective Time (as hereinafter defined), United Bank shall be merged with and into Purchaser Bank, pursuant to the

provisions of, and with the effect provided in, 12 U.S.C. § 215a and 12 U.S.C. § 1828(c) and any other applicable law (said transaction, the "Merger") and the corporate existence of United Bank shall cease. Purchaser Bank shall continue its corporate existence as a national banking association under the laws of the United States and shall be the bank surviving the Merger (the "Surviving Bank"). The parties hereto intend that the Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and this Agreement shall be, and is hereby adopted as, a "plan of reorganization" for purposes of Sections 354 and 361 of the Code.

**B. Effective Time of the Merger**

On the terms and subject to the conditions of this Agreement and in accordance with the National Bank Act and, as applicable, Connecticut law, the Merger shall become effective at such time specified in the merger certification issued by the Office of the Comptroller of the Currency (the "OCC"), or such other time and date as shall be provided by law. The date and time of such effectiveness is herein referred to as the "Effective Time".

**C. Articles of Association and Bylaws**

From and after the Effective Time, the Articles of Association of Purchaser Bank as in effect immediately prior to the Effective Time shall be the Articles of Association of the Surviving Bank until thereafter amended in accordance with their terms and applicable law. From and after the Effective Time, the Bylaws of Purchaser Bank as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Bank until thereafter amended in accordance with their terms and applicable law. The Articles of Association of Purchaser Bank as in effect immediately prior to the Effective Time are set forth as Exhibit A hereto.

**D. Effect of the Merger**

As of the Effective Time, and in addition to the effects under applicable law, including without limitation 12 U.S.C. § 215a: (a) all assets and all rights, franchises and interests of United Bank in and to every type of property (including intellectual, real, personal and mixed), tangible and intangible, and choses in action shall be transferred to and vested in the Surviving Bank by virtue of the Merger without any deed, conveyance or other transfer, and the Surviving Bank, without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations, and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, and receiver, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by United Bank immediately prior to the Effective Time; and (b) the Surviving Bank shall be responsible for all of the liabilities of every kind and description of United Bank existing as of the Effective Time.

**E. Business of Surviving Bank; Name and Offices**

The business of the Surviving Bank after the Merger shall be that of a national banking association with trust powers and shall be conducted at its main office and at all legally established branches. Upon consummation of the merger, the name of the Surviving Bank shall

be "People's United Bank, National Association." The main office of the Surviving Bank shall be the main office of the Purchaser Bank located at 850 Main Street, Bridgeport, Connecticut 06604, pursuant to 12 U.S.C. § 1831u(d)(1). The main office of United Bank and all branch offices of United Bank and Purchaser Bank that are in lawful operation immediately prior to the Effective Time shall be the branch offices of the Surviving Bank upon consummation of the Merger, subject to the opening or closing of any offices that may be authorized by Purchaser Bank and applicable regulatory authorities after the Effective Time.

**F. Directors and Executive Officers**

Upon consummation of the Merger, the directors and executive officers of the Surviving Bank shall be the persons serving as directors and executive officers of Purchaser Bank immediately prior to the Effective Time. Directors and officers of the Surviving Bank shall serve for such terms as are specified in the Articles of Association and Bylaws of the Surviving Bank. The Articles of Association of the Surviving Bank will, until and unless amended in accordance with applicable law, provide that the Board of Directors of the Surviving Bank shall have a minimum number of five (5) members and maximum number of twenty-five (25) members.

**G. Treatment of Shares**

At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, (a) each share of United Bank common stock issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be cancelled and (b) the shares of Purchaser Bank common stock issued and outstanding immediately prior to the Effective Time shall remain outstanding, shall be unchanged after the Merger and shall immediately after the Effective Time constitute all of the issued and outstanding capital stock of the Surviving Bank. The authorized amount of capital stock of the Surviving Bank shall be: (a) ten thousand (10,000) shares of common stock, without par value; and (b) ten thousand (10,000) shares of preferred stock, without par value. Such capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States.

**2. CONDITIONS PRECEDENT**

The respective obligations of the parties to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions:

**A. Shareholder Approval.**

The Agreement shall have been ratified and confirmed by the sole shareholder of each of Purchaser Bank and United Bank at a meeting of each such shareholder or by written consent in lieu of a meeting of shareholders, provided that such action by written consent is authorized under the applicable articles of association or bylaws or otherwise provided by law.

**B. Regulatory Approvals.**

The parties shall have received (a) all consents, approvals and permissions and the satisfaction of all of the requirements prescribed by law, including, but not limited to, the



consents, approvals and permissions of the OCC and all other regulatory authorities which are necessary to the carrying out of the Merger described in this Agreement, and all applicable waiting periods in respect thereof shall have expired; and (b) any necessary regulatory approval to operate the main office of United Bank and the branch offices of United Bank as branch offices of the Surviving Bank.

**C. No Injunctions or Restraints.**

There shall not be in effect any temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger and there be no action taken, nor any statute, rule, regulation, order enacted, entered, enforced or deemed applicable to the Merger, which makes the consummation of the Merger illegal.

**D. Parent Merger.**

The Parent Merger shall have been consummated in accordance with the terms and conditions of the Parent Merger Agreement.

**3. TERMINATION AND AMENDMENT**

**A. Termination**

Notwithstanding the approval of this Agreement by the shareholders of Purchaser Bank or United Bank, this Agreement shall terminate automatically upon the termination of the Parent Merger Agreement in accordance with its terms. This Agreement may also be terminated at any time prior to the Effective Time by mutual written consent of the parties hereto, if and to the extent authorized by the respective Boards of Directors of the parties.

**B. Effect of Termination**

In the event of termination of this Agreement as provided in Section 3.A above, this Agreement shall forthwith become void and have no effect, and none of Purchaser Bank or United Bank, any of their respective subsidiaries or any of the officers or directors of any of them shall have any liability or obligation of any nature whatsoever hereunder, or in connection with the transactions contemplated hereby.

**C. Amendment**

This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto at any time prior to the Effective Time.

**4. MISCELLANEOUS**

**A. Representations and Warranties**

Each of the parties hereto represents and warrants that this Agreement has been duly authorized, executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with the terms hereof.

**B. Further Assurances**

If at any time the Surviving Bank shall reasonably require that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Bank title to any property or rights of United Bank as of the Effective Time or otherwise carry out the provisions hereof, the proper officers and directors of United Bank, as of the Effective Time, and thereafter the officers of the Surviving Bank acting on behalf of United Bank, shall execute and deliver any and all proper assignments, conveyances and assurances, and do all things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Bank and otherwise carry out the provisions hereof.

**C. Nonsurvival of Agreements**

None of the agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time or the termination of this Agreement as provided in Section 3.A.

**D. Governing Law; Waiver of Jury Trial**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any applicable principles of conflicts of law or choice of law that would cause the application of the law of any other jurisdiction, except to the extent federal law may be applicable. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW AT THE TIME OF INSTITUTION OF THE APPLICABLE SUIT, ACTION OR OTHER PROCEEDING, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.D.

**E. Successors and Assigns**

This Agreement is binding upon and is for the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any rights or obligations hereunder may be assigned by any party hereto to any other person without the prior consent in writing of the other party hereto.

**F. Counterparts**

This Agreement may be executed in several counterparts (including by facsimile or other electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**G. Entire Agreement**

Except for the Parent Merger Agreement, this Agreement (including the documents and instruments referred to herein) constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

**H. Interpretation**

The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." References to "the date hereof" shall mean the date of this Agreement.

**I. Specific Performance**

The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and, accordingly, that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (including the parties' obligation to consummate the Merger), in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security or a bond as a prerequisite to obtaining equitable relief.

**J. Severability**

Whenever possible, each provision or portion of any provision of this Agreement 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 Agreement 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 Agreement shall be reformed, construed and enforced in such jurisdiction such that the invalid, illegal or unenforceable provision or portion thereof shall be interpreted to be only so broad as is enforceable.

**K. Waiver**

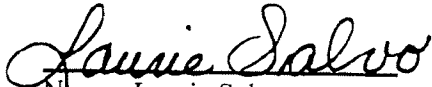
Subject to applicable law, any of the terms or conditions of this Agreement may be waived at any time by whichever of the parties thereto is or the shareholders of which are, entitled to the benefit thereof by action taken by the board of directors of such party.


*[Signature page follows]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed by its duly authorized officers, all as of the date first set forth above.

ATTEST:

PEOPLE'S UNITED BANK, NATIONAL  
ASSOCIATION

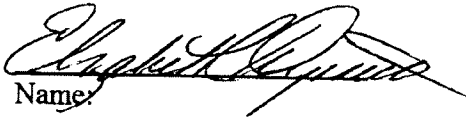
  
Name: Laurie Salvo

By   
Name: Kristy Berner  
Title: Executive Vice President & General  
Counsel

*[Signature Page to Agreement and Plan of Merger]*

ATTEST:

UNITED BANK

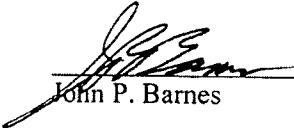
  
Name:

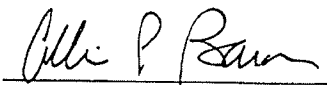
By 

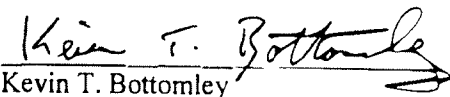
Name: William H. W. Crawford, IV  
Title: Chief Executive Officer & President


*[Signature Page to Agreement and Plan of Merger]*

IN WITNESS WHEREOF, the members of the Board of Directors of People's United Bank, National Association have executed this Agreement and Plan of Merger, all as of the date first set forth above.

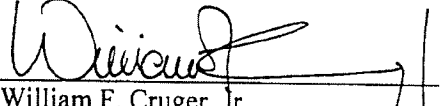
  
John P. Barnes

  
Collin P. Baron

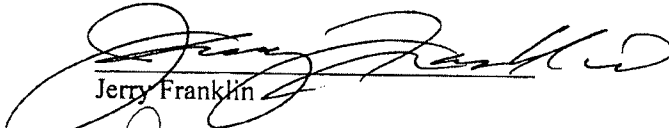
  
Kevin T. Bottomley

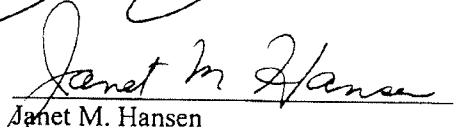
  
George P. Carter

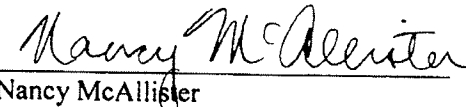
  
Jane Chwick

  
William F. Cruger, Jr.


  
John K. Dwight

  
Jerry Franklin

  
Janet M. Hansen


  
Nancy McAllister

[Signature Page to Agreement and Plan of Merger]



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Mark W. Richards




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Kirk W. Walters

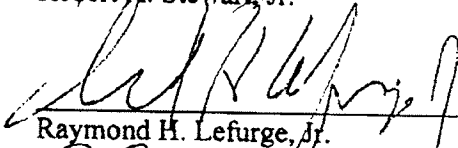
*[Signature Page to Agreement and Plan of Merger]*

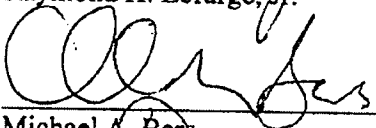



IN WITNESS WHEREOF, the members of the Board of Directors of United Bank have executed this Agreement and Plan of Merger, all as of the date first set forth above.

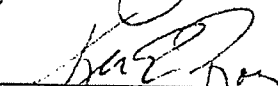
  
\_\_\_\_\_  
William H. W. Crawford IV

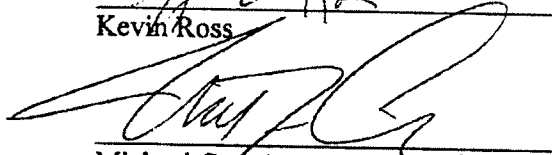
  
\_\_\_\_\_  
Robert A. Stewart, Jr.


  
\_\_\_\_\_  
Raymond H. Lefurge, Jr.

  
\_\_\_\_\_  
Michael A. Bars

  
\_\_\_\_\_  
Kristen A. Johnson

  
\_\_\_\_\_  
Kevin Ross

  
\_\_\_\_\_  
Michael Crowley

  
\_\_\_\_\_  
Paula Aiello

[Signature Page to Agreement and Plan of Merger]



Office of the Comptroller of the Currency

Northeastern District  
340 Madison Ave., Fifth Floor  
New York, NY 10173

October 30, 2019

Victoria Bova, Esq.  
Vice President and Senior Counsel  
People's United Bank, National Association  
850 Main Street  
Bridgeport, CT 06604

Re: Application to merge United Bank, Hartford, Connecticut with and into People's United Bank, National Association, Bridgeport, Connecticut (Application)  
OCC Control No.: 2019-NE-Combination-309974 Charter No: 25103

Dear Ms. Bova:

This letter is the official certification of the Comptroller of the Currency (OCC) to merge United Bank, Hartford, Connecticut, with and into People's United Bank, National Association, Bridgeport, Connecticut, effective as of November 1, 2019. The resulting bank title is People's United Bank, National Association, charter number 25103.

This is also the official authorization given to People's United Bank, National Association to operate the branches of United Bank and the main office of United Bank as a branch. A listing of each newly authorized branch and its assigned OCC branch number is attached.

Please notify this office of any increase in capital stock or surplus as a result of this transaction so that we may certify the increase in permanent capital.

If the combination does not occur as represented in your email dated October 22, 2019, this certification must be returned to the OCC.

Sincerely,

A handwritten signature in cursive script that reads "Sandya Reddy".

Sincerely,  
Sandya Reddy

Senior Licensing Analyst

cc: Examiner-in-Charge  
Official File

## Lookup: Branch or Federal Branch and Agency (FB&A) <sup>?</sup>

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Bank Inst #	Bank Legal Name	Branch #	Branch Cert	Branch Legal Name	Branch Address	Branch City	Branch State	Branch Zip	Branch County	Branch Type	Ownership Start Date
25103	People's United Bank, National Association	211012A		Agawam Branch	806 Suffield Street	Agawam	MA	01001	Hampden	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210985A		Big Y Supermarket Br	65 Palomba Drive	Enfield	CT	06082	Hartford	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210993A		Big Y Supermarket Branch	234 Tolland Turnpike	Manchester	CT	06040	Hartford	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210976A		Bristol Branch	Four Riverside Avenue	Bristol	CT	06010	Hartford	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211031A		Chadwick Square Branch	9 West Boylston Street	Worcester	MA	01605	Worcester	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210977A		Cheshire Branch	286 Maple Avenue	Cheshire	CT	06410	New Haven	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211013A		Chicopee Branch	445 Montgomery Street	Chicopee	MA	01028	Hampden	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211016A		City Branch	1830 Northampton Street	Holyoke	MA	01040	Hampden	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210978A		Colchester Branch	99 Linwood Avenue	Colchester	CT	06415	New London	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211030A		Commonwealth National Bank Branch	1 Mercantile Street	Worcester	MA	01608	Worcester	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210979A		Coventry Branch	1671 Boston Turnpike	Coventry	CT	06238	Tolland	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211023A		Downtown Branch	One Monarch Place	Springfield	MA	01144	Hampden	Staffed Branch	11/1/2019



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25103	People's United Bank, National Association	211014A	East Longmeadow Branch	62 Center Square	East Longmeadow	MA	01028	Hampden	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210982A	Ellington Branch	12 Main Street	Ellington	CT	06029	Tolland	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211022A	Elm Street, West Springfield Branch	50 Elm Street	West Springfield	MA	01089	Hampden	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210984A	Enfield Branch	231 Hazard Avenue	Enfield	CT	06082	Hartford	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210975A	Farmington Avenue Branch	888 Farmington Avenue	Bristol	CT	06010	Hartford	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211015A	Feeding Hills Branch	1325 Springfield Street	Feeding Hills	MA	01030	Hampden	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210987A	Glastonbury Branch	1009 Hebron Avenue	Glastonbury	CT	06033	Hartford	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211032A	Grafton Street Branch	1393 Grafton Street	Worcester	MA	01604	Worcester	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210989A	Greenwich Branch	415 Greenwich Avenue	Greenwich	CT	06830	Fairfield	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210990A	Groton Branch	654 Long Hill Road	Groton	CT	06340	New London	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210991A	Hamden Branch	2290 Whitney Avenue	Hamden	CT	06518	New Haven	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211017A	Huntington Branch	14 Russell Road	Huntington	MA	01050	Hampshire	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211005A	Lafayette Branch	20 Hyde Avenue	Vernon	CT	06066	Tolland	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211018A	Longmeadow Branch	670 Bliss Road	Longmeadow	MA	01106	Hampden	Staffed Branch	11/1/2019

**Lookup: Branch or Federal  
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25103	Peoples United Bank, National Association	211019A	Ludlow Branch	528 Center Street	Ludlow	MA	01056	Hampden	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	211020A	Main Street Branch	564 Main Street	Shrewsbury	MA	01545	Worcester	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	210988A	Main Street Glastonbury Branch	2670 Main Street	Glastonbury	CT	06033	Hartford	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	210994A	Manchester Branch	341 Broad Street	Manchester	CT	06040	Hartford	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	210988A	New England Main Off	855 Enfield Street	Enfield	CT	06082	Hartford	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	210996A	North Haven Branch	117 Washington Avenue	North Haven	CT	06473	New Haven	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	210995A	North Main Street Branch	768 North Main Street	Manchester	CT	06040	Hartford	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	210981A	Prospect Hill Branch	39 Prospect Hill Road	East Windsor	CT	06088	Hartford	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	210980A	Shop Rite Supermarket Branch	31 Main Street	East Hartford	CT	06118	Hartford	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	210997A	Somers Branch	612 Main Street	Somers	CT	06071	Tolland	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	210983A	Somers Road Branch	287 Somers Road	Ellington	CT	06029	Tolland	Branch - Other	11/1/2019
25103	Peoples United Bank, National Association	210998A	South Glastonbury Branch	902 Main Street	South Glastonbury	CT	06073	Hartford	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	210999A	South Windsor Branch	869 Sullivan Avenue	South Windsor	CT	06074	Hartford	Staffed Branch	11/1/2019
25103	Peoples United Bank, National Association	211000A	South Windsor Branch	1645 Ellington Road	South Windsor	CT	06074	Hartford	Staffed Branch	11/1/2019

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25103	People's United Bank, National Association	211001A	South Windsor High School Branch	161 Nevers Road	South Windsor	CT	06074	Hartford	Branch - Other	11/1/2019
25103	People's United Bank, National Association	211029A	Southampton Road Branch	168 Southampton Road	Westfield	MA	01085	Hampden	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211002A	Southington Branch	158 North Main Street	Southington	CT	06489	Hartford	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211024A	Springfield Branch	1355 Boston Road	Springfield	MA	01119	Hampden	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211022A	St. James Avenue Branch	1077 St. James Avenue	Springfield	MA	01104	Hampden	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211003A	Suffield Branch	275 Mountain Road	Suffield	CT	06078	Hartford	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211004A	Tolland Branch	6 Fieldstone Road	Tolland	CT	06084	Tolland	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	210992A	United Bank	151 Asylum Street	Hartford	CT	06103	Hartford	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211006A	Vernon Circle Branch	Route 83 And Pitkin Street	Vernon	CT	06066	Tolland	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211007A	Vernon Rockville Branch	25 Park Street	Vernon Rockville	CT	06066	Tolland	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211008A	Wallingford Branch	670 North Colony Road	Wallingford	CT	06492	New Haven	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211009A	Waterford Branch	124 Boston Post Road	Waterford	CT	06385	New London	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211025A	West Boylston Branch	26 West Boylston Street	West Boylston	MA	01583	Worcester	Staffed Branch	11/1/2019
25103	People's United Bank, National Association	211010A	West Hartford Branch	102 Lasalle Road	West Hartford	CT	06107	Hartford	Staffed Branch	11/1/2019



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<u>25103</u>	Peoples United Bank, National Association	<u>211026A</u>	West Springfield - Drive-Up	52 Van Deene Avenue	West Springfield	MA	01089	Hampden	Drive-in	11/1/2019
<u>25103</u>	Peoples United Bank, National Association	<u>211033A</u>	Westerly Branch	44-50 Franklin Street	Westerly	RI	02891	Washington	Staffed Branch	11/1/2019
<u>25103</u>	Peoples United Bank, National Association	<u>211028A</u>	Westfield Branch	10 Elm Street	Westfield	MA	01085	Hampden	Staffed Branch	11/1/2019
<u>25103</u>	Peoples United Bank, National Association	<u>211021A</u>	Wilbraham Road Branch	1946 Wilbraham Road	Springfield	MA	01129	Hampden	Staffed Branch	11/1/2019
<u>25103</u>	Peoples United Bank, National Association	<u>211011A</u>	Windsor Locks Branch	20 Main Street	Windsor Locks	CT	06096	Hartford	Staffed Branch	11/1/2019

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STATE OF CONNECTICUT }  
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record  
in this Office.

In Testimony whereof, I have hereunto set my hand  
and affixed the Seal of said State, at Hartford,  
this 17<sup>th</sup> day of March A.D. 20 20



SECRETARY OF THE STATE

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