

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

SUPERIOR COURT

BRIAN LEVY, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

HAMPDEN BANCORP, INC., GLENN S.
WELCH, RICHARD D. SUSKI, THOMAS R.
BURTON, LINDA SILVA THOMPSON,
STANLEY KOWALSKI, JR., MARY ELLEN
SCOTT, JUDITH E. KENNEDY, RICHARD
J. KOS, KATHLEEN O'BRIEN-MOORE,
ARLENE PUTNAM, JOHNNY GUERRY,
GAROLD R. BASE, and BERKSHIRE HILLS
BANCORP, INC.

Defendants.

Civil Action No. 15-0008

STIPULATION OF SETTLEMENT

This Stipulation of Settlement dated July 6, 2016 (the "Stipulation") is made and entered into among the parties to the above captioned action (the "Action"), by and through their counsel of record.

A. HISTORY OF THE LITIGATION

The Action is currently pending in the Commonwealth of Massachusetts, Hampden Superior Court (the "Court") and is brought by Brian Levy (the "Plaintiff") on behalf of the now former public shareholders of Hampden Bancorp, Inc. ("Hampden" or the "Company") against Hampden, the Hampden Board of Directors (the "Board" or the "Individual Defendants," and together with the Company, the "Hampden Defendants"), and Berkshire Hills Bancorp, Inc. ("Berkshire") (collectively the "Defendants").

On November 4, 2014, Hampden and Berkshire announced that they had signed a definitive agreement and plan of merger (the “Merger Agreement”) pursuant to which Berkshire would acquire Hampden and its subsidiary, Hampden Bank, in an all-stock transaction. Under the terms of the Merger Agreement, each outstanding share of Hampden common stock was to be exchanged for 0.81 shares of Berkshire common stock (the “Merger”).

On or about February 2, 2015, in connection with the proposed special meeting of the Company’s stockholders to consider and vote upon a proposal to adopt the Merger, Hampden filed with the United States Securities and Exchange Commission (“SEC”), and mailed to Hampden shareholders, a proxy statement on Form DEFM 14A (the “Proxy Statement”), which indicated that Hampden’s Board of Directors had unanimously approved the Merger Agreement. The Proxy Statement also contained a discussion of the background of the Merger Agreement and the reasons the board of directors of Hampden recommended that stockholders vote in favor of the adoption of the Merger Agreement.

On February 11, 2015, Plaintiff, a stockholder of the Company, filed a putative class complaint (the “Complaint”) on behalf of all holders of Hampden common stock. The Complaint sought relief against Hampden and the members of its Board: Glenn S. Welch, Richard D. Suski, Thomas R. Burton, Linda Silva Thompson, Stanley Kowalski, Jr., Mary Ellen Scott, Judith E. Kennedy, Richard J. Kos, Kathleen O’Brien-Moore, Arlene Putnam, Johnny Guerry, and Garold R. Base, as well as Berkshire.

The Complaint challenged, *inter alia*, the Merger and the Merger Agreement, and alleged that the Board had breached its fiduciary duties in connection therewith.

On or about February 19, 2015, Plaintiff filed an emergency motion for (i) a preliminary injunction, (ii) expedited discovery, and (iii) a hearing date for his forthcoming post-expedited

discovery motion to continue the preliminary injunction pending trial (the "PI/ED Motion"), which was set for a hearing on March 9, 2015.

On or about March 2, 2015, Defendants filed opposition papers to the PI/ED Motion. Also, on or about March 2, 2015, Defendants Hampden and Berkshire filed motions to dismiss and Defendant Hampden filed an emergency motion for an expedited briefing schedule and hearing on Hampden's motion to dismiss (the "Expedited Briefing Motion"), in which motion Berkshire joined (the "Berkshire Joinder").

On or about March 5, 2015, the Parties entered into a stipulation, which was so ordered by the Court that same day, pursuant to which (i) Plaintiff agreed to withdraw the PI/ED Motion, (ii) Defendant Hampden agreed to withdraw its Expedited Briefing Motion and agreed to proceed with its motion to dismiss in accordance with Massachusetts Superior Court Rule 9A, (iii) Defendant Berkshire agreed to withdraw its Joinder and agreed to proceed with its motion to dismiss in accordance with Massachusetts Superior Court Rule 9A, and (iv) the Parties agreed to take the March 9, 2015 hearing off the Court's calendar.

On or about March 12, 2015, the Parties entered into a briefing schedule to govern the motions to dismiss by the various defendants.

On April 6, 2015, the Individual Defendants filed a motion to dismiss the complaint.

On May 6, 2015, Plaintiff filed a consolidated opposition to the three outstanding motions to dismiss and a motion to strike the exhibits attached to declarations submitted in support of the motions to dismiss by Hampden and the Individual Defendants.

On May 19, 2015, the Hampden Defendants filed an opposition to Plaintiff's motion to strike and a cross-motion to strike portions of Plaintiff's consolidated opposition to the motions to dismiss.

On November 24, 2015, the Court granted Plaintiff's motion to strike the exhibits attached to declarations submitted in support of the motions to dismiss by Hampden and the Individual Defendants.

Shortly thereafter, the Parties started to engage in settlement discussions and on March 7, 2016, the Parties engaged in mediation before James E. McGuire, Esq. of JAMS in Boston, Massachusetts. As a result of that mediation, and based upon a final mediator's suggestion, the Parties have agreed upon the terms of a settlement of the Action, which is set forth herein.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, as a result of the foregoing and the negotiations among counsel for the Parties, in consideration for the benefits flowing to the Parties hereto from the Settlement, and for good and other consideration, that the Parties have agreed to settle the Action (subject to the approval of the Court) on the following terms:

B. DEFINITIONS

1. In addition to the terms that may be defined elsewhere in this Stipulation, as used in this Stipulation, the following terms shall have the following meanings:

a. "Action" means the action captioned *Brian Levy v. Hampden Bancorp, Inc., et al.*, Civil Action No. 15-0008 currently pending in the Court (as defined below).

b. "Authorized Claimants" shall have the meaning set forth in paragraph 5 below.

c. "Court" means the Superior Court of Hampden County, Massachusetts.

d. "Defendants" means, individually and collectively, Hampden, Glenn S. Welch, Richard D. Suski, Thomas R. Burton, Linda Silva Thompson, Stanley Kowalski, Jr., Mary Ellen Scott, Judith E. Kennedy, Richard J. Kos, Kathleen O'Brien Moore, Arlene Putnam, Johnny Guerry, Garold R. Base and Berkshire.

e. “Defendants’ Claims” means any and all claims that Defendants may have against Plaintiff, Settlement Class Members, and their counsel arising out of or relating to the institution, prosecution, and resolution of the Action.

f. “Defendants’ Counsel” means the law firms of Goodwin Procter LLP and Choate, Hall & Stewart LLP, and any partners, principals, of counsel, associates and/or employees of either of the above.

g. “Effective Date” shall have the meaning set forth in paragraph 24 below.

h. “Final” with respect to any Court order, including but not limited to the Order and Final Judgment, means the latest to occur of the following: (i) the date as of which the time to seek review, alteration or appeal of the Court’s order has expired without any review, alteration, amendment or appeal having been sought or taken; or (ii) if an appeal, petition, motion or other application for review, alteration or amendment is filed, sought or taken, the date as of which such appeal, petition, motion or other application shall have been finally determined in such a manner as to affirm the Court’s original order in its entirety and the time, if any, for seeking further review has expired.

i. “Notice” means the Notice of Pendency and Proposed Settlement of Class Action that is to be sent to the Settlement Class Members (as defined below) substantially in the form and content of Exhibit B attached hereto, or as modified pursuant to an agreement of the Parties or order of the Court.

j. “Notice and Administration Expenses” means all costs associated with providing notice to the Settlement Class and the administration of the Settlement, including, without limitation, the costs associated with preparing, printing and mailing the Notice and Proof of Claim to Settlement Class Members; reimbursing brokers and other nominees for costs

associated with forwarding the Notice and Proof of Claim to Settlement Class Members; review and processing of written communications by Settlement Class Members by the Notice and Claims Administrator; and distributing funds from the Settlement Fund; *provided however*, that Notice and Administration Expenses shall not include Plaintiff's Counsel's fees and expenses.

k. "Notice and Claims Administrator" means the entity to be hired by Plaintiff, with Defendants' consent (whose consent shall not be unreasonably withheld), to administer Notice to the Settlement Class and oversee the claims process.

l. "Order and Final Judgment" means an order substantially in the form and content of Exhibit D attached hereto, or as modified pursuant to an agreement of the Parties or order of the Court.

m. "Order for Notice and Scheduling of Hearing on Settlement" means an order substantially in the form and content of Exhibit A attached hereto, or as modified pursuant to an agreement of the Parties or order of the Court.

n. "Parties" means individually and collectively each of the Defendants and Plaintiff on behalf of himself and each of the Settlement Class Members (as defined below).

o. "Person" means any individual, corporation, partnership, limited liability company, association, affiliate, joint stock company, estate, trust, unincorporated association, governmental entity and any political subdivision thereof, or any other type of business, personal, political or legal entity.

p. "Plaintiff" means Brian Levy.

q. "Plaintiff's Counsel" means The Brualdi Law Firm P.C. and Shapiro Haber & Urmey LLP and any partners, principals, of counsel, associates or employees of the above.

r. "Proof of Claim" means the Proof of Claim and Release substantially in the form and content of Exhibit C attached hereto, or as modified pursuant to an agreement of the Parties or order of the Court.

s. "Released Parties" means Hampden, Berkshire, Glenn S. Welch, Richard D. Suski, Thomas R. Burton, Linda Silva Thompson, Stanley Kowalski, Jr., Mary Ellen Scott, Judith E. Kennedy, Richard J. Kos, Kathleen O'Brien-Moore, Arlene Putnam, Johnny Guerry, and Garold R. Base and each of their respective past, present or future direct or indirect parent entities, affiliates, subsidiaries or families, and each and all of the foregoing's respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, other advisors, consultants, accountants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, insurers, co-insurers, reinsurers, associates, heirs, executors, trusts, trustees, partners, partnerships, general or limited partners or partnerships, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, principals, managing directors, managing agents, joint ventures, managing members, members, managers, heirs, personal or legal representatives, estates, beneficiaries, distributes, foundations, fiduciaries, administrators, predecessors, predecessors-in-interest, successors and assigns.

t. "Settled Claims" means any and all claims, whether known or Unknown Claims (as defined below), matured or unmatured, whether direct, representative, class or individual in nature, of every nature and description whatsoever, against any of the Released Parties that are based upon, arise out of, or relate to the Action and/or the claims or allegations in the Action including, but not limited to, claims or allegations based upon, arising out of or relating to the acts, facts, events or disclosures alleged in the Action, including without limitation

the purchase, sale or ownership of Hampden securities in connection with the Hampden merger with Berkshire, all aspects or terms of the Hampden merger with Berkshire (including all aspects or terms of the Merger Agreement), and the obligations of any of the Defendants in connection with the Hampden merger (including, but not limited to, any claims arising under federal or state statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States and including any provision of the federal or state securities laws and any rule or regulation issued pursuant thereto, relating to alleged fraud, breach of care, breach of loyalty, breach of fiduciary duty however labeled, misrepresentation or omission, negligence or gross negligence, quasi-appraisal, breach of contract, breach of trust, corporate waste, ultra vires acts, unjust enrichment, improper personal benefit, aiding and abetting, or otherwise).

u. “Settlement” means the settlement contemplated by this Stipulation.

v. “Settlement Class” means a class, certified for settlement purposes only pursuant to Massachusetts Rule of Civil Procedure 23, consisting of all record and beneficial holders of the common stock of Hampden who held such stock at any time during the period from and including November 4, 2014 and who continued to hold such stock until the closing of the Merger of Hampden with and into Berkshire on April 17, 2015, excluding Defendants and their affiliates, with affiliates including any Person related to or affiliated with any Defendant.

w. “Settlement Class Member” means a Person who falls within the definition of the Settlement Class.

x. “Settlement Hearing” means the final hearing to be held by the Court to determine whether the Settlement should be approved, and other matters related to the Settlement.

y. "Taxes and Tax Expenses" means (i) all taxes (including any estimated taxes, interest or penalties) on the income of the Settlement Fund and (ii) expenses and costs incurred in connection with the operation and implementation of the provisions in Paragraphs 7 and 8 below, and the taxation of the Settlement Fund, including, without limitation, expenses of tax attorneys and/or accountants related to filing the tax returns described in Paragraphs 7 and 8 below.

z. "Unknown Claims" means any Settled Claim or Defendants' Claim that any releasing party does not know or suspect to exist at the time of the Effective Date, which if known by him her or it, might have affected his, her or its decision to enter into the Settlement, including but not limited to the releases contained herein. With respect to any and all Settled Claims, upon the Effective Date, Plaintiff and Defendants shall expressly waive, and each Settlement Class Member shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, the provisions, rights, and benefits conferred by California Civil Code § 1542 and any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

C. SETTLEMENT CONSIDERATION

2. In consideration for the full settlement and release of all Settled Claims, within fifteen (15) business days of entry of the Order for Notice and Scheduling of Hearing on Settlement, Defendants (excluding Berkshire), will cause to be delivered the sum of One Million and Eight Hundred Thousand Dollars (\$1,800,000.00) (the "Settlement Consideration"), for the

benefit of Plaintiff and the Settlement Class, to a separate interest-bearing escrow account established by the Notice and Claims Administrator (the “Escrow Account”). The Settlement Consideration, together with all interest thereon, shall be the “Settlement Fund.”

3. Following entry of the Order for Notice and Scheduling of Hearing on Settlement, and prior to the Effective Date, Plaintiffs’ Counsel may expend up to Seventy-Five Thousand Dollars (\$75,000.00) from the Settlement Fund to pay Notice and Administration Expenses and Taxes and Tax Expenses. Additional sums for these purposes may be expended subsequent to the Effective Date or upon order from the Court.

4. Following the Effective Date, and with the approval of the Court, the Settlement Consideration shall be allocated in the amount of Six Hundred Thousand Dollars (\$600,000.00) to Plaintiff’s Counsel for their attorneys’ fees, with an additional amount not to exceed Fifty Thousand Dollars (\$50,000.00) to reimburse them for their out of pocket expenses (not including Notice and Administration Expenses) incurred in prosecuting this Action. These amounts shall be paid to The Brualdi Law Firm, PC, which shall be responsible for allocating them among Plaintiff’s Counsel as they have agreed among themselves.

5. The remaining amounts in the Settlement Fund, following payment of (a) the attorneys’ fees and expenses specified in paragraph 4 above (or such amount of attorneys’ fees and expenses as the Court shall order); (b) any Taxes and Tax Expenses; and (c) any Notice and Administration Expenses, shall be distributed pro rata with an equal amount allocated to each share held by each former Hampden shareholder who held Hampden stock at any time during the period from and including November 4, 2014 and who continued to hold such stock until the closing of the Merger of Hampden with and into Berkshire on April 17, 2015, and who submits a Proof of Claim in an adequate and timely manner as determined by the Notice and Claims

Administrator in conjunction with Plaintiff's Counsel (the "Authorized Claimants"). Defendants' sole monetary obligation under the Settlement shall be to cause to be paid the Settlement Consideration, and they shall not be liable for any other amounts. Defendants agree that they have no position on, or any comment on, the plans of allocation contained in this paragraph or paragraph 4 above. Plaintiff agrees that any decision by the Court regarding the allocating of the settlement proceeds to Plaintiff's Counsel pursuant to paragraph 4, or among Settlement Class Members pursuant to paragraph 5, shall not affect the finality of the Settlement, and shall not prevent the Order and Final Judgment from becoming Final.

6. The Settlement Fund shall be used exclusively to pay Plaintiff's attorneys' fees and expenses pursuant to paragraph 4, Authorized Claimants, Taxes and Tax Expenses, and Notice and Administration Expenses. The Settlement Fund and all assets, sums or monies constituting it shall remain subject to the jurisdiction of the Court.

7. The Parties agree that the Settlement Fund is intended to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1. Plaintiff's Counsel or the Notice Administrator shall timely make, or cause to be made, such elections as necessary or advisable, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date, and in compliance with such regulations. For purposes of Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B, the "administrator" shall be the Notice and Claims Administrator, which shall be responsible for filing all tax returns for the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund.

8. In all events, the Released Parties shall have no liability or responsibility for the Taxes and Tax Expenses, or the filing of any tax returns or other documents with the Internal

Revenue Service or any other state or local taxing authority. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid by the Notice and Claims Administrator, out of the Settlement Fund without prior order from the Court, and the Notice and the Claims Administrator, under the supervision of Plaintiff's Counsel, shall be obligated to withhold from distribution to the Authorized Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)); the Released Parties are not responsible and shall have no liability therefor, or for any reporting or other requirements that may relate thereto.

D. CLASS CERTIFICATION

9. For purposes of the Settlement only, Plaintiff and Defendants agree to seek certification of the Settlement Class pursuant to Massachusetts Rule of Civil Procedure 23, the appointment of Plaintiff Brian Levy as the Class Representative on behalf of the Settlement Class, and the appointment of The Brualdi Law Firm P.C. as Lead Class Counsel, and Shapiro, Haber & Umy as Class Counsel. In the event the Settlement does not become final for any reason, including because the Effective Date does not occur, Defendants reserve the right to oppose certification of any class in future proceedings in this Action.

E. RELEASE

10. Upon the Effective Date (as defined in paragraph 24 below), Plaintiff shall release, and all Settlement Class Members shall be deemed to have released, all Settled Claims against the Released Parties, and shall be forever barred and enjoined from instituting, prosecuting, participating, continuing, maintaining or asserting any Settled Claim, or assisting any Person in instituting, prosecuting, participating, continuing, maintaining or asserting any Settled Claim, against any of the Released Parties, whether directly or indirectly, whether in the United States or elsewhere, whether on their own behalf or on behalf of any class or any other

Person, and regardless of whether or not such Settlement Class Member executes and delivers a Proof of Claim. By entering into this Stipulation, Plaintiff represents and warrants that he has not assigned, hypothecated, conveyed, transferred or otherwise granted or given any interest in the Settled Claims, or any of them, to any other Person.

11. Upon the Effective Date, Defendants and the Released Parties shall release all Defendants' Claims; *provided, however*, that the release of Defendants' Claims shall not include the right to enforce this Stipulation or any confidentiality stipulation agreed upon by the Parties.

12. The Action will be dismissed with prejudice as to all Defendants in the Order and Final Judgment if it is entered by the Court.

F. NOTICE AND ADMINISTRATION

13. All Notice and Administration Expenses will be paid from the Settlement Fund. Plaintiff is responsible for arranging for the provision of notice to Settlement Class Members and distribution of the Settlement Amount, with the assistance of the Notice and Claims Administrator.

G. ADMINISTRATION AND DISTRIBUTION OF SETTLEMENT FUND

14. Plaintiff's Counsel, acting on behalf of the Settlement Class shall cause the Notice and Claims Administrator to administer and calculate the claims submitted by Settlement Class Members and shall oversee the distribution of the Settlement Fund in the manner provided for herein or as otherwise directed by the Court.

15. The Court's entry of the Order and Final Judgment at or after the Settlement Hearing shall constitute Court approval of the plan of allocation of the Settlement Fund to Plaintiff's Counsel and to Authorized Claimants, as set forth in paragraphs 4 and 5, unless such order is modified by the Court.

16. In order to receive a distribution from the Settlement Fund, a Class Member shall be required to follow a claims procedure as administered by the Notice and Claims Administrator and which will contain the following requirements as articulated in the Proof of Claim to be sent to Settlement Class Members:

a. Each Person claiming to be an Authorized Claimant shall be required to timely submit a separate signed Proof of Claim, substantially in the form of Exhibit C hereto, or as modified pursuant to agreement of the Parties or order of the Court, at the time and in the manner and with such support as required by the Proof of Claim.

b. Any Settlement Class Member who does not timely and properly submit a Proof of Claim shall be forever barred from receiving any money from the Settlement Fund or any payments pursuant to the Stipulation, but in all other respects will be subject to and bound by the provisions of the Stipulation and the Order and Final Judgment, including the releases set forth therein.

c. The Notice and Claims Administrator shall determine and pay each Authorized Claimant's share of the Settlement Fund, allocated as described in paragraph 5 or consistent with such other allocation methodology as the Court may order or approve.

d. Each Person who submits a Proof of Claim or attempts to obtain money from the Settlement Fund shall be deemed to have submitted to the jurisdiction of the Court with respect thereto, and the claim will be subject to investigation and discovery by the Notice and Claims Administrator and Plaintiff's Counsel; *provided* that such investigation and discovery shall be limited to that Person's status as a Settlement Class Member and the validity and amount of his/her/its claim. No discovery shall be allowed on the merits of the Action or Stipulation in

connection with processing the Proofs of Claim, nor shall any discovery whatsoever be permitted of the Defendants in connection with any Proof of Claim unless otherwise ordered by the Court.

e. All proceedings with respect to the administration, processing and determination of claims described by this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

17. Following the Effective Date, if, at any time, the amounts remaining in the Settlement Fund are too small to be economically disbursed or paid out to Authorized Claimants, whether because of checks remaining uncashed by Authorized Claimants or checks being returned as undeliverable to Authorized Claimants by the post office or otherwise, any such amounts will be donated to the Massachusetts IOLTA Committee or, should it cease to exist, a substantially similar organization.

18. Payment(s) from the Settlement Fund made pursuant to, and in the manner set forth herein, shall constitute and be deemed conclusive evidence of Plaintiff's Counsel's and the Notice and Claims Administrator's compliance with the Stipulation with respect to all Settlement Class Members. No Settlement Class Members shall have any suit or claim against any Person, including, without limitation, the Notice and Claims Administrator, Plaintiff, or Plaintiff's Counsel relating to or based on Settlement Fund distributions made substantially in accordance with this Stipulation. No Person shall have any claim whatsoever against the Released Parties based on any Settlement Fund distributions.

19. The Released Parties shall not have any rights, obligations or liabilities of any kind whatsoever in conjunction with the administration of the settlement, including without limitation, the determination, administration, calculation, processing or payment of claims, the

payment or withholding of taxes, the investment of the Settlement Fund, or any losses or liabilities incurred in connection therewith; but further provided that Defendants shall both have the right and obligation to consent to the hiring of the Notice and Claims Administrator chosen by Plaintiff and to the payments of its fees from the Settlement Fund, unless unreasonable.

H. SUBMISSION OF SETTLEMENT TO COURT FOR ORDER FOR NOTICE AND SCHEDULING OF HEARING ON SETTLEMENT

20. As soon as practicable after this Stipulation has been executed, the Parties shall jointly move the Court for entry of an Order for Notice and Scheduling of Hearing on Settlement, substantially in the form and content of Exhibit A, and supported by a memorandum of law submitted by Plaintiff's Counsel.

I. ORDER AND FINAL JUDGMENT

21. After entry of an Order for Notice and Scheduling of Hearing on Settlement, Plaintiff will present the Settlement to the Court in accordance with the procedures set forth in the Order for Notice and Scheduling of Hearing on Settlement.

22. If the Court approves the Settlement (including any modification thereto made with the consent of the Parties as provided for herein) the Parties shall jointly request that the Court enter the Order and Final Judgment and shall use their best reasonable efforts to obtain Court entry of the Order and Final Judgment.

23. It being important that administrative costs not be increased by the need to send more than one payment to any Settlement Class Member, if a Settlement Class Member or other Person files or pursues an appeal of the plan of allocation to Settlement Class Members or counsel described in paragraphs 4 and 5, no payment shall be made to any Settlement Class Member until such appeal is concluded and the final allocation can be made. All contested

amounts shall remain in the Settlement Fund and shall not be paid to anyone until and unless the Order and Final Judgment becomes Final.

J. CONDITIONS OF SETTLEMENT, RIGHT TO TERMINATE

24. The "Effective Date" shall be the date on which each of the following conditions have occurred:

a. completion to Plaintiff's Counsel's satisfaction of reasonable confirmatory discovery, which the Parties envision will consist of the production of relevant Hampden board minutes and relevant Hampden banker's presentations and a one-hour interview by Plaintiff's counsel of a knowledgeable Individual Defendant;

b. Plaintiff's Counsel has sent Defendants' Counsel confirmation that confirmatory discovery has been completed to its satisfaction;

c. preliminary and final approval of the Settlement by the Court;

d. entry of the Order and Final Judgment; and

e. the Order and Final Judgment becoming Final.

25. Plaintiff and each of the Defendants shall each have the right to terminate the Settlement, and thereby this Stipulation, by providing written notice of their election to do so ("Termination Notice") to all other Parties within thirty (30) calendar days of:

a. the Court's declining to enter the Order For Notice and Scheduling Of Hearing on Settlement in any respect that the terminating Party reasonably and in good faith believes is materially adverse to it;

b. the Court's declining to enter the Order and Final Judgment in any respect that the terminating Party reasonably and in good faith believes is materially adverse to it; or

c. the date upon which the Order and Final Judgment is modified or reversed by any appellate court in any respect that the terminating Party reasonably and in good faith believes is materially adverse to it.

26. Plaintiff shall also have the right to terminate the Settlement if Defendants do not timely make (or cause to be made) payment of the Settlement Consideration as described in paragraph 3 above, subject to Defendants' right to cure any such failure to pay within three (3) business days of receiving a written notice of deficiency from Plaintiff's Counsel.

27. No Party shall have the right to terminate the Settlement under any circumstances other than those set forth in paragraphs 25 and 26 above. Without limiting the generality of the preceding sentence, no Party shall have the right to terminate the Settlement based on any allocation of settlement proceeds to attorneys' fees or expenses, or any plan of allocating settlement proceeds among Settlement Class Members.

28. In the event that the Effective Date does not occur, or the Settlement set forth in this Stipulation is terminated pursuant to Paragraphs 25 or 26 above: (a) the Parties shall be restored to their respective positions in the Action on March 10, 2016; (b) the terms and provisions of this Stipulation shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*; and (c) within ten (10) business days of the date of Termination Notice, Plaintiff shall cause to be returned to the entities who contributed to the Settlement Fund, in proportion to their contributions, the Settlement Fund (including all accrued interest), less Notice and Administration Expenses, Taxes and Tax Expenses which have either been disbursed, or are determined to be actually incurred and chargeable to the Settlement Fund. In such event,

Plaintiff's Counsel shall cause the Escrow Agent or their designee to apply for any tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, to the Defendants, pursuant to written instructions from Defendants' counsel.

29. In the event of nullification of this Stipulation, the statements made herein (including any exhibit hereto) and in connection with the negotiation of the Stipulation or the Settlement, shall not be deemed to prejudice in any way the positions of the Parties with respect to the Action or any other proceeding, or to constitute an admission of fact or wrongdoing by any party, and shall not be used or entitle any party to recover any fees, costs or expenses incurred in connection with the Action, and neither the existence of this Stipulation (nor any exhibit hereto) nor any statements made in connection with the negotiation of this Stipulation shall be admissible in evidence or shall be referred to for any purpose in the Action or in any other litigation or proceeding.

K. NO ADMISSION OF WRONGDOING OR LACK OF WRONGDOING

30. Defendants state that they (a) deny Plaintiff's allegations and claims in the Action and any wrongdoing or liability to Plaintiff and members of the putative Class, and (b) are entering into the Settlement for settlement purposes only and solely to avoid the cost and disruption of further litigation.

31. The provisions contained in this Stipulation, whether or not it is consummated and whether or not it is terminated, shall not be offered, received or deemed a presumption, concession or admission by any Defendant of any fault, liability or wrongdoing (or by Plaintiff as to any lack of fault, liability or wrongdoing of Defendants) as to any facts or claims that have been or might be alleged or asserted in the Action, or any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked,

offered, or received in evidence or otherwise used by any Person in the Action, or in any other action or proceeding, whether civil, criminal or administrative, for any purpose other than as provided for expressly herein.

L. MISCELLANEOUS PROVISIONS

32. Pending approval by the Court of this Stipulation and Settlement, the Parties agree to stay any further litigation of the Action, and shall jointly take reasonable steps to prevent any member of the Settlement Class from pursuing any claims that are to be released by the Settlement pending approval of the Settlement.

33. All exhibits to this Stipulation, and any modifications thereto agreed by the parties, are fully incorporated herein by reference as though fully set forth herein.

34. This Stipulation constitutes the entire agreement among the Parties with respect to the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, have been made by or to any Party concerning this Stipulation or the Settlement other than those contained and memorialized herein.

35. This Stipulation and the Settlement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The Parties agree that any dispute arising out of or relating in any way to this Stipulation or the Settlement shall not be litigated or otherwise pursued in any forum or venue other than the Court.

36. This Stipulation will be executed by counsel for the Parties to the Action, each of whom represents and warrants that they have the authority from their client(s) to enter into this Stipulation and bind their clients thereto.

37. This Stipulation may be executed in counterparts, by exchange of original, faxed or e-mailed (in .pdf format) executed signature pages, and any signature thereby transmitted shall


be deemed an original signature. The executed signature page(s) from each counterpart may be joined together and attached and will constitute one and the same instrument.

38. This Stipulation may be modified or amended, or any of its provisions waived, only by a writing signed by all of the signatories hereto, that refers specifically to this Stipulation.

39. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

40. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors and assigns.

BRIAN LEVY, Plaintiff, on behalf of himself and
all others similarly situated,
By his attorneys,



Richard B. Brualdi (to be admitted *pro hac vice*)
THE BRUALDI LAW FIRM, P.C.
29 Broadway, Suite 2400
New York, New York 10006

Thomas G. Shapiro (BBO #454680)
Adam M. Stewart (BBO #661090)
SHAPIRO HABER & URMY LLP
Seaport East
Two Seaport Lane
Boston, Massachusetts 02210

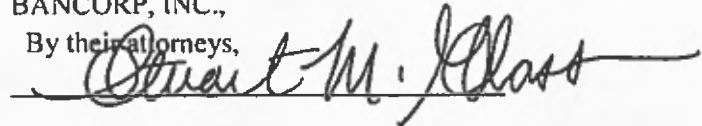
GLENN S. WELCH, RICHARD D. SUSKI,
THOMAS R. BURTON, LINDA SILVA
THOMPSON, STANLEY KOWALSKI JR.,
MARY ELLEN SCOTT, JUDITH E. KENNEDY,
RICHARD J. KOS, KATHLEEN O'BRIEN-
MOORE, ARLENE PUTNAM, JOHNNY
GUERRY, GAROLD R. BASE,
By their attorneys,



Deborah S. Birnbach (BBO #628243)
Goodwin Procter LLP
100 Northern Avenue
Boston, Massachusetts 02210

BERKSHIRE HILLS BANCORP, INC. AND
BERKSHIRE HILLS BANCORP, INC. AS
SUCCESSOR BY MERGER TO HAMPDEN
BANCORP, INC.,

By their attorneys,



Stuart M. Glass (BBO #641466)
CHOATE, HALL & STEWART LLP
Two International Place
Boston, Massachusetts 02110

Exhibit A

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

SUPERIOR COURT

BRIAN LEVY, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

HAMPDEN BANCORP, INC., GLENN S.
WELCH, RICHARD D. SUSKI, THOMAS R.
BURTON, LINDA SILVA THOMPSON,
STANLEY KOWALSKI, JR., MARY ELLEN
SCOTT, JUDITH E. KENNEDY, RICHARD
J. KOS, KATHLEEN O'BRIEN-MOORE,
ARLENE PUTNAM, JOHNNY GUERRY,
GAROLD R. BASE, and BERKSHIRE HILLS
BANCORP, INC.

Defendants.

Civil Action No. 15-0008

EXHIBIT A

ORDER FOR NOTICE AND SCHEDULING OF HEARING ON SETTLEMENT

The parties having made an application for an Order for Notice and Scheduling of Hearing on Settlement (the "Order") in accordance with a Stipulation of Settlement dated as of June __, 2016 (the "Stipulation"), which, together with the exhibits thereto, sets forth the terms and conditions for the settlement of this action (the "Action"), and which provides for dismissal of the Action with prejudice.

IT IS HEREBY ORDERED that:

1. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Action and over the Parties.

2. **Approval of Notice.** The Court approves, in form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice") and Proof of Claim and Release, annexed as **Exhibits** 1 and 2 hereto and finds that the mailing and distribution of the Notice and Proof of Claim and Release substantially in the manner and form set forth in this Order will comport with the requirements of Mass. R. Civ. P. 23(c), and due process and is the best notice practicable under the circumstances, and shall constitute appropriate notice of the Settlement Hearing (as defined below) and all other matters referred to in the Notice to all persons entitled to receive notice of the Settlement Hearing. Plaintiff's Counsel are authorized to issue the Notice and Proof of Claim and Release, in substantially their present form, to the Settlement Class Members.

3. **Preliminary Approval.** The Court preliminarily approves the settlement as set out in the Stipulation, including the provisions for the allocation of the Settlement Fund as set out in Paragraphs 4 and 5 of the Stipulation.

4. **Settlement Hearing.** A hearing shall be held before this Court on _____, at __:00 __.m. at the Superior Court of Hampden County, Massachusetts at the Hampden County Courthouse, 50 State St, Springfield, MA 01103 (the "Settlement Hearing"), to determine whether the Settlement should be finally approved by the Court including the provisions for the allocation of the Settlement Fund as set out in Paragraphs 4 and 5 of the Stipulation; and whether the Order and Final Judgment as provided in the Stipulation should be entered herein. The Court may adjourn the Settlement Hearing without further notice to the members of the Settlement Class.

5. **Preliminary Class Certification For Settlement Purposes.** Pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure, this Court preliminarily certifies, for

settlement purposes only, a class consisting of all record and beneficial holders of the common stock of Hampden who held such stock at any time during the period from and including November 4, 2014 and who continued to hold such stock until the closing of the Merger of Hampden with and into Berkshire on April 17, 2015, excluding Defendants and their affiliates, with affiliates including any Person related to or affiliated with any Defendant (the “Settlement Class”). The Court further appoints Plaintiff as the class representative for the Settlement Class (the “Class Representative”) and appoints The Brualdi Law Firm, P.C. as lead counsel for the Settlement Class and Shapiro, Haber & Urmy LLP as liaison counsel for the Settlement Class.

6. **Retention of Claims Administrator.** Plaintiff’s Counsel are hereby authorized to retain the firm of Garden City Group LLC (the “Notice and Claims Administrator”) to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Not later than fifteen (15) days from the date payment is received by the Escrow Agent (as defined in the Stipulation) (the “Notice Date”), Plaintiff’s Counsel shall cause a copy of the Notice and Proof of Claim and Release, substantially in the form of Exhibits 1 and 2 annexed hereto, to be mailed by first-class mail to all record and beneficial holders of the common stock of Hampden who held such stock at any time during the period from and including November 4, 2014 and who continued to hold such stock until the closing of the Merger of Hampden with and into Berkshire on April 17, 2015, excluding Defendants and their affiliates, with affiliates including any Person related to or affiliated with any Defendant;

(b) The Notice and Claims Administrator shall also ask record holders of Hampden common stock in the Settlement Class, who hold such Hampden stock for beneficial

holders, to forward a copy of the Notice to such beneficial holders within 10 days of receiving it; and

(c) At or prior to the Settlement Hearing provided for in Paragraph 4 of this Order, Plaintiff's Counsel shall file with the Court and serve on the Defendants' counsel proof, by affidavit or declaration under penalty of perjury, of such mailing.

7. **Notice Costs to be Paid from the Settlement Fund.** All Notice and Administration Expenses and Taxes and Tax Expenses, as defined in the Stipulation, shall be paid from the Settlement Fund as set forth in the Stipulation.

8. **Lease and Maintenance of a Post-Office Box.** For purposes of facilitating the processing of claims, Plaintiff's Counsel and/or the Notice and Claims Administrator shall lease and maintain a post office box. All Notices to Class Members and other communications regarding the settlement shall designate the post office box as the return address. Plaintiff's Counsel and/or the Claims Administrator shall be responsible for preserving, for a period of two years from the date of distribution of the proceeds of the Net Settlement Fund, all Proofs of Claim and all other written communications from Settlement Class Members or any other Person in response to the Notice. Plaintiff's Counsel and/or the Claims Administrator shall be responsible for responding to inquiries mailed to the post office box, but copies of all written answers to such inquiries shall be maintained and made available for inspection by counsel for the Defendants and the other Released Parties.

9. **Settlement Class Members Bound By Judgment.** All members of the Settlement Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including the Order and Final Judgment, whether favorable or unfavorable, and regardless of whether such Settlement Class Member executes a Proof of Claim form.

10. **Approval of Payment of the Settlement Fund.** The payment of the Settlement Fund to the Escrow Agent in accordance with the terms and obligations of the Stipulation is approved. Upon the Effective Date, no one other than Plaintiff, Settlement Class Members, any governmental taxing authority, or Plaintiff's Counsel shall have any right to any portion of the Settlement Fund or the Net Settlement Fund, unless otherwise ordered by the Court or otherwise provided in the Stipulation.

11. **All Funds Subject to the Jurisdiction of the Court.** All funds held by the Escrow Agent shall be held under the wardship of the Court in accordance with the Stipulation, and shall remain subject to the jurisdiction of the Court until they are distributed pursuant to the Stipulation, and/or further order(s) of the Court. Notwithstanding the above, Plaintiff's Counsel may use Settlement Funds as authorized by Paragraph 7 above.

12. **Submission of Proofs of Claim and Release.** Settlement Class Members who wish to participate in distributions from the Net Settlement Fund must complete and submit a Proof of Claim and Release in accordance with the instructions contained therein. All Proof of Claim and Release forms must be postmarked or received no later than one hundred twenty (120) days from the Notice Date.

13. **Objections to Settlement.** Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, or the plan of allocating the Settlement Fund to Plaintiff's Counsel or the Settlement Class, or any other term of the Settlement Agreement may file an objection. All objections must contain (a) a statement that the objector objects to the proposed Settlement in *Levy v. Hampden Bancorp, Inc., et. al.*, Civil Action No. 15-0008; (b) the objector's name, mailing address, phone number and e-mail address (if any); (c) proof of the objector's membership in the Settlement Class; (d) a written

statement of all grounds for the objection accompanied by any legal support and evidence for it;
(e) copies of any papers, briefs, or other documents the objector wishes the Court to consider.
All objections must be filed with the Clerk of the Superior Court at 50 State St, Springfield, MA
01103 at least twenty-one (21) days prior to the Settlement Hearing, and must be served on the
following counsel:

Richard B. Brualdi, Esq.
THE BRUALDI LAW FIRM, P.C.
29 Broadway, Suite 2400
New York, New York 10006
rbrualdi@brualdilawfirm.com
Counsel for Plaintiff

-and-

Deborah S. Birnbach, Esq.
GOODWIN PROCTER LLP
100 Northern Avenue
Boston, Massachusetts 02210
*Counsel for Defendants Glenn S. Welch, Richard D. Suski, Thomas R. Burton, Linda Silva
Thompson, Stanley Kowalski, Jr., Mary Ellen Scott, Judith E. Kennedy, Richard J. Kos, Kathleen
O'Brien-Moore, Arlene Putnam, Johnny Guerry, Garold R. Base*

-and-

Stuart M. Glass (BBO #641466)
CHOATE, HALL & STEWART LLP
Two International Place
Boston, Massachusetts 02110
*Counsel for Defendant Berkshire Hills Bancorp, Inc. and Berkshire Hills Bancorp, Inc. as
successor by Merger to Hampden Bancorp, Inc.*

on or before the same date. Any Class Member who does not make his, her or its objection in
the manner provided shall be deemed to have waived such objection and shall forever be
foreclosed from making any objection to the fairness or adequacy of the Settlement as
incorporated in the Stipulation unless otherwise ordered by the Court.

14. **Appearance at Settlement Hearing.** Any objector who files and serves a timely, written objection in accordance with the instructions in the above paragraph 13 may also appear at the Settlement Hearing either in person or through counsel retained at the objector's expense. Objectors or their attorneys intending to appear at the Settlement Hearing must, by the deadline indicated in paragraph 13, file with the Court, and serve on counsel listed in paragraph 13, a notice of intention to appear, indicating their intention to appear at the Settlement Hearing. Any Settlement Class Member who does not comply with the procedure set forth in this paragraph shall not be permitted to appear at the Settlement Hearing, unless the Court orders otherwise.

15. **Fees and Expenses.** All Notice and Administration Expenses incurred in administering the Settlement and all Taxes and Tax Expenses shall be paid as set forth in the Stipulation. In the event that the Settlement is not approved by the Court, or otherwise fails to become effective, neither the Plaintiff nor Plaintiff's Counsel shall have any obligation to repay the reasonable and necessary Notice and Administration Expenses or Taxes and Tax Expenses actually incurred as of the date the Settlement is terminated, up to a maximum of \$75,000.00. At or after the Settlement Hearing, the Court shall determine whether the plan of allocating the Net Settlement Fund to Plaintiff's Counsel as attorneys' fees, and to the Settlement Class shall be approved. Neither Defendants nor Defendants' Counsel shall have any responsibility for any plan of allocation of the Settlement Fund, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

16. **Final Approval Memorandum and Reply Papers.** Plaintiff shall file a memorandum in support of final approval of the Settlement no later than seven (7) calendar days prior to the Settlement Hearing.

17. **Stay of Proceedings.** All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court.

18. **Termination of Settlement.** If the Settlement is terminated, or otherwise does not effective for any reason, the Stipulation and any orders entered in connection therewith (including this Order) shall be null and void and of no further force and effect, without prejudice to the rights of the parties, all of whom shall be restored to their respective positions as of March 10, 2016. In such event, Paragraph 28 of the Stipulation shall govern the rights of the parties.

19. **No Admissions by the Parties.** The provisions contained in the Stipulation shall not be offered, received or deemed a presumption, concession or admission by any Defendant of any fault, liability or wrongdoing (or by Plaintiff as to any lack of fault, liability or wrongdoing of Defendants) as to any facts or claims that have been or might be alleged or asserted in the Action, or any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other action or proceeding, whether civil, criminal or administrative, for any purpose other than as provided for expressly in the Stipulation.

20. **Retention of Exclusive Jurisdiction by the Court.** The Court retains exclusive jurisdiction over this Action to consider all further applications arising out of or connected with the Settlement.

Dated: _____

Judge of the Superior Court

Exhibit B

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

SUPERIOR COURT

BRIAN LEVY, on behalf of himself and all
others similarly situated,

Civil Action No. 15-0008

Plaintiff,

v.

HAMPDEN BANCORP, INC., GLENN S.
WELCH, RICHARD D. SUSKI, THOMAS
R. BURTON, LINDA SILVA THOMPSON,
STANLEY KOWALSKI, JR., MARY
ELLEN SCOTT, JUDITH E. KENNEDY,
RICHARD J. KOS, KATHLEEN O'BRIEN-
MOORE, ARLENE PUTNAM, JOHNNY
GUERRY, GAROLD R. BASE, and
BERKSHIRE HILLS BANCORP, INC.

Defendants.

EXHIBIT B

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL RECORD AND BENEFICIAL HOLDERS OF THE COMMON STOCK OF HAMPDEN BANCORP, INC. ("HAMPDEN" OR THE "COMPANY") WHO HELD SUCH STOCK AT ANY TIME DURING THE PERIOD FROM AND INCLUDING NOVEMBER 4, 2014 AND WHO CONTINUED TO HOLD SUCH STOCK UNTIL THE CLOSING OF THE MERGER OF HAMPDEN WITH AND INTO BERKSHIRE HILLS BANCORP, INC. ("BERKSHIRE") ON APRIL 17, 2015 (THE "SETTLEMENT CLASS"), BUT EXCLUDING DEFENDANTS AND THEIR AFFILIATES, WITH AFFILIATES INCLUDING ANY PERSON, FIRM, TRUST, CORPORATION OR OTHER ENTITY RELATED TO OR AFFILIATED WITH ANY DEFENDANT.

THIS NOTICE ("NOTICE") HAS BEEN SENT TO YOU BY ORDER OF THE COURT.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THIS CLASS

ACTION AND, IF YOU ARE A SETTLEMENT CLASS MEMBER, CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT DESCRIBED BELOW.

IF YOU HELD SHARES OF HAMPDEN STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO THE BENEFICIAL OWNER.

This Notice is not a lawsuit against you. You are not being sued. You have received this Notice because you may be a member of the Settlement Class described in this Notice.

PURPOSE OF THIS NOTICE

This Notice is given pursuant to an Order of the Superior Court of Massachusetts for Hampden County (the "Court"), entered in the above-captioned action (the "Action") on _____, 2016 (the "Notice Order"). The purpose of this Notice is to inform you of the pendency and proposed settlement of the Action (the "Settlement") by means of a Stipulation of Settlement (the "Stipulation") entered into by the parties to the Action (the "Parties"), and to notify you of a hearing to be held on _____, 2016 at _____.m., before the Court (the "Settlement Hearing") at the Superior Court of Hampden County, Massachusetts at the Hampden County Courthouse, 50 State St, Springfield, MA 01103 for the purpose of determining: (i) whether the proposed Settlement of the Action on the terms and conditions provided for in the Stipulation, including the allocation of the Settlement Fund, should be finally approved by the Court; (ii) whether judgment should be entered pursuant to the Stipulation, *inter alia*, dismissing the Action with prejudice; and (iii) other matters relating to the proposed Settlement.

This Notice describes the rights that you may have pursuant to the Settlement and what steps you may, but are not required to take, in relation to the Settlement.

If the Court approves the Settlement, the Parties (as defined below) will ask the Court at the Settlement Hearing to enter an Order and Final Judgment dismissing the Action with prejudice on the merits and releasing all Settled Claims.

The Court has reserved the right to adjourn the Settlement Hearing without further notice to the Settlement Class other than by announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement at or after the Settlement Hearing with such modifications as may be consented to by the Settling Parties and without further Notice to the members of the Settlement Class.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY _____, 2016	The only way to get a payment
OBJECT BY _____, 2016	You may write to the Court if you do not like the Settlement
GO TO A HEARING ON _____, 2016	You may ask to speak to the Court about any concerns you may have relating to the Settlement
DO NOTHING	You may do nothing. If you do nothing, you will receive no payment and you will give up any rights you may have to sue Defendants and the other Released Persons relating to the legal claims in the case. You will remain a member of the Settlement Class and be bound by the final judgment

BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have owned shares of Hampden Bancorp, Inc. (“Hampden”) common stock at any time during the period from and including November 4, 2014 and continued to hold such stock until the closing of the Merger of Hampden with and into Berkshire Hills Bancorp, Inc. (“Berkshire”) on April 17, 2015 (the “Settlement Class”).

The Court directed that this Notice of Settlement be sent to members of the Settlement Class (the “Settlement Class Members”) because you have a right to know about the proposed Settlement of this class action lawsuit and about your right to object to the Settlement or to any of its terms before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals, if any, are resolved, an administrator will make the payments that the Settlement allows to Settlement Class Members who submit valid Proofs of Claim (as described in question 10 below).

This package explains the Action, the Settlement, Settlement Class Members’ legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of Massachusetts for Hampden County, and the case is *Brian Levy v. Hampden Bancorp, Inc., et. al.*, Civil Action No. 15-0008. The judge in the case is the Honorable Constance Sweeney. The person who is suing is the “Plaintiff.” The companies and persons being sued – Hampden, Berkshire, Glenn S. Welch, Richard D. Suski, Thomas R. Burton, Linda Silva Thompson, Stanley Kowalski, Jr., Mary Ellen Scott, Judith E. Kennedy, Richard J. Kos, Kathleen O’Brien-Moore, Arlene Putnam, Johnny Guerry, and Garold R. Base - are the “Defendants.”

2. What is this lawsuit about?

On November 4, 2014, Hampden and Berkshire announced that they had signed a definitive agreement and plan of merger (the “Merger Agreement”) pursuant to which Berkshire would acquire Hampden and its subsidiary, Hampden Bank, in an all-stock transaction. Under the terms of the Merger Agreement, holders of Hampden’s outstanding share received 0.81 shares of Berkshire common stock for each Hampden share they owned (the “Merger”).

This Action challenges the Defendants’ actions in connection with the Merger, and the Merger Agreement and alleges that the Defendants breached their fiduciary duties to Settlement Class Members in connection with the Merger and the Merger Agreement. Defendants have denied all wrongdoing and liability whatsoever.

3. Why is this a class action?

In a class action, one or more people called class representatives (in this case Brian Levy), sue on behalf of people who have similar claims. All these people are a class or class members.

Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves all issues for all class members.

The Court preliminarily found on _____, 2016 that the requirements for a class action are satisfied here.

4. Why is there a settlement?

The history of the litigation can be summarized as follows:

On November 4, 2014, Hampden and Berkshire announced that they had signed a definitive agreement and plan of merger (the “Merger Agreement”) pursuant to which Berkshire would acquire Hampden and its subsidiary, Hampden Bank, in an all-stock transaction. Under the terms of the Merger Agreement, each outstanding share of Hampden common stock was exchanged for 0.81 shares of Berkshire common stock (the “Merger”).

On or about February 2, 2015, in connection with the proposed special meeting of the Company’s stockholders to consider and vote upon a proposal to adopt the Merger, Hampden filed with the United States Securities and Exchange Commission (“SEC”), and mailed to Hampden shareholders, a proxy statement on Form DEFM 14A (the “Proxy Statement”), which indicated that Hampden’s Board of Directors had unanimously approved the Merger Agreement. The Proxy Statement also contained a discussion of the background of the Merger Agreement and the reasons the board of directors of Hampden recommended that stockholders vote in favor of the adoption of the Merger Agreement.

On February 11, 2015, Plaintiff, a stockholder of the Company, filed a class complaint (the “Complaint”) on behalf of all holders of Hampden common stock. The Complaint sought relief

against Hampden and the members of its Board. The Complaint challenged, *inter alia*, the Merger and the Merger Agreement, and alleged that the Board had breached its fiduciary duties in connection therewith.

On or about February 19, 2015, Plaintiff filed an emergency motion for (i) a preliminary injunction, (ii) expedited discovery, and (iii) a hearing date for its forthcoming post-expedited discovery motion to continue the preliminary injunction pending trial (the "PI/ED Motion"), which was set for a hearing on March 9, 2015.

On or about March 2, 2015, Defendants filed opposition papers to the PI/ED Motion. Also, on or about March 2, 2015, Defendants Hampden and Berkshire filed motions to dismiss and Defendant Hampden filed an emergency motion for an expedited briefing schedule and hearing on Hampden's motion to dismiss (the "Expedited Briefing Motion"), in which motion Berkshire joined (the "Berkshire Joinder").

On or about March 5, 2015, the parties entered into a stipulation, which was so ordered by the Court that same day, pursuant to which (i) Plaintiff agreed to withdraw the PI/ED Motion, (ii) Defendant Hampden agreed to withdraw its Expedited Briefing Motion and agreed to proceed with its motion to dismiss in accordance with Massachusetts Superior Court Rule 9A, (iii) Defendant Berkshire agreed to withdraw its Joinder and agreed to proceed with its motion to dismiss in accordance with Massachusetts Superior Court Rule 9A, and (iv) the Parties agreed to take the March 9, 2015 hearing off the Court's calendar. On or about March 12, 2015, the parties entered into a briefing schedule to govern the motions to dismiss by the various defendants.

On April 6, 2015, the Individual Defendants filed a motion to dismiss the complaint.

On May 6, 2015, Plaintiff filed a consolidated opposition to the three outstanding motions to dismiss and a motion to strike the exhibits attached to declarations submitted in support of the motions to dismiss by Hampden and the Individual Defendants.

On May 19, 2015, the Hampden Defendants filed an opposition to Plaintiff's motion to strike and a cross-motion to strike portions of Plaintiff's consolidated opposition to the motions to dismiss.

On November 24, 2015, the Court granted Plaintiff's motion to strike the exhibits attached to declarations submitted in support of the motions to dismiss by Hampden and the Individual Defendants.

Shortly thereafter, the Parties started to engage in settlement discussions and on March 7, 2015, the Parties engaged in mediation before James E. McGuire, Esq. of JAMS in Boston, Massachusetts. As a result of that mediation, and based upon a final mediator's suggestion, the Parties agreed upon the terms of a settlement of the Action.

Plaintiff and his counsel have determined that settlement of the Action on the terms reflected in the Stipulation is fair, reasonable, and adequate and in the best interests of Settlement Class Members.

WHO IS IN THE SETTLEMENT

To see if you will receive money from this Settlement, you first have to decide if you are a Settlement Class Member.

5. How do I know if I am part of the Settlement Class?

The Court preliminarily certified a Settlement Class on _____, 2016 that consists of, subject to certain exceptions discussed in question 6 below:

All record and beneficial holders of the common stock of Hampden who held such stock at any time during the period from and including November 4, 2014 and who continued to hold such stock until the closing of the Merger of Hampden with and into Berkshire on April 17, 2015.

6. Are there any exceptions to being included in the Settlement Class.

Defendants and their affiliates, with affiliates including any person, firm, trust, corporation or other entity related to or affiliated with any Defendant are excluded from and are not part of the Settlement Class.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can call _____ or visit www.Hampdensescuritieslitigation.com for more information. Or you can fill out the Proof of Claim form described in question 10 to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

In exchange for the Settlement and dismissal of the Action, the Defendants have agreed to create a \$1,800,000 fund (the “Settlement Fund”) to be divided, after certain fees and expenses, among Settlement Class Members who submit valid Proof of Claim forms as described at question 10 below (the “Net Settlement Fund”).

9. How much will my payment be?

You will receive amounts as the Court may approve in equal proportion to each share of Hampden common stock you held at any time during the period from and including November 4, 2014 and which shares you continued to hold such stock until the closing of the Merger of Hampden with and into Berkshire on April 17, 2015.

HOW YOU GET A PAYMENT – SUBMITTING A PROOF OF CLAIM

10. How can I get a payment.

To qualify for a payment, you must send in a completed Proof of Claim form. A Proof of Claim form is being circulated with this Notice. You may also get a Proof of Claim form on the internet at _____. Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it postmarked no later than _____, 2016 to the address indicated on the Proof of Claim form.

11. When will I receive my payment?

The Court will hold a hearing on _____, 2016 to decide whether to approve the Settlement. If the Court approves the Settlement after the hearing, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

12. What am I giving up to get a payment?

If the Settlement is approved by the Court, then upon the Effective Date of the Settlement (as defined below), you will release all “Settled Claims” (as defined below) against the “Released Persons” (as defined below). This litigation will be dismissed with prejudice.

“Released Parties” means Hampden, Berkshire, Glenn S. Welch, Richard D. Suski, Thomas R. Burton, Linda Silva Thompson, Stanley Kowalski, Jr., Mary Ellen Scott, Judith E. Kennedy, Richard J. Kos, Kathleen O’Brien-Moore, Arlene Putnam, Johnny Guerry, and Garold R. Base and each of their respective past, present or future direct or indirect parent entities, affiliates, subsidiaries or families, and each and all of the foregoing’s respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, other advisors, consultants, accountants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, insurers, co-insurers, reinsurers, associates, heirs, executors, trusts, trustees, partners, partnerships, general or limited partners or partnerships, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, principals, managing directors, managing agents, joint ventures, managing members, members, managers, heirs, personal or legal representatives, estates, beneficiaries, distributes, foundations, fiduciaries, administrators, predecessors, predecessors-in-interest, successors and assigns.

“Settled Claims” means any and all claims, whether known or Unknown Claims (as defined below), matured or unmatured, whether direct, representative, class or individual in nature, of every nature and description whatsoever, against any of the Released Parties that are based upon, arise out of, or relate to the Action and/or the claims or allegations in the Action including, but not limited to, claims

or allegations based upon, arising out of or relating to the acts, facts, events or disclosures alleged in the Action, including without limitation the purchase, sale or ownership of Hampden securities in connection with the Hampden merger with Berkshire, all aspects or terms of the Hampden merger with Berkshire (including all aspects or terms of the Merger Agreement), and the obligations of any of the Defendants in connection with the Hampden merger (including, but not limited to, any claims arising under federal or state statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States and including any provision of the federal or state securities laws and any rule or regulation issued pursuant thereto, relating to alleged fraud, breach of care, breach of loyalty, breach of fiduciary duty however labeled, misrepresentation or omission, negligence or gross negligence, quasi-appraisal, breach of contract, breach of trust, corporate waste, ultra vires acts, unjust enrichment, improper personal benefit, aiding and abetting, or otherwise).

The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

13. Do I have a lawyer in this case?

The Brualdi Law Firm, P.C., 29 Broadway, Suite 2400, New York, New York 10006, as Plaintiff’s lead counsel, and Shapiro Haber & Urmy, Seaport East, Two Seaport Lane, Boston, Massachusetts 02210, as Plaintiff’s liaison counsel, have been appointed by the Court to represent the Settlement Class. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be compensated for their time?

Pursuant to the Stipulation of Settlement, Plaintiffs’ Counsel will be paid \$600,000 and will be reimbursed for their out-of-pocket expenses in an amount not to exceed \$50,000. These monies are to be paid from the Settlement Fund and you will not be individually liable for the same.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

15. How do I tell the Court that I do not like the proposed Settlement?

If you are a Settlement Class Member you can object to the Settlement or any of its terms. You may write to the Court setting out your objection. You may give reasons why you think the Court should not approve the Settlement. The Court will consider your views if you file a proper objection within the deadline identified, and according to the following procedures.

To object, at least twenty-one (21) days prior to the Settlement Hearing, you must file a written objection with the Court providing: (a) a statement that you object to the proposed Settlement in *Levy v. Hampden Bancorp, Inc., et. al.*, Civil Action No. 15-0008; (b) your name, mailing address, phone number and e-mail address (if any); (c) proof of your membership in the Settlement Class; (d) a written statement of all grounds for the objection accompanied by any legal support and evidence for it; (e) copies of any papers, briefs, or other documents you wish the Court to consider. If you intend to appear at the Settlement Hearing, you must state so in your objection and identify any lawyers that will appear on your behalf. You must mail a copy of your objection to the following counsel:

Richard B. Brualdi, Esq.
THE BRUALDI LAW FIRM, P.C.
29 Broadway, Suite 2400
New York, New York 10006
rbrualdi@brualdilawfirm.com
Counsel for Plaintiff

-and-

Deborah S. Birnbach, Esq.
GOODWIN PROCTER LLP
100 Northern Avenue
Boston, Massachusetts 02210
Counsel for Defendants Glenn S. Welch, Richard D. Suski, Thomas R. Burton, Linda Silva Thompson, Stanley Kowalski, Jr., Mary Ellen Scott, Judith E. Kennedy, Richard J. Kos, Kathleen O'Brien-Moore, Arlene Putnam, Johnny Guerry, Garold R. Base

-and-

Stuart M. Glass, Esq.
CHOATE, HALL & STEWART LLP
Two International Place
Boston, Massachusetts 02110
Counsel for Defendant Berkshire Hills Bancorp, Inc. and Berkshire Hills Bancorp, Inc. as successor by Merger to Hampden Bancorp, Inc.

and file said objection, papers and briefs with the Clerk of the Superior Court at 50 State St, Springfield, MA 01103, on or before the same date.

Any Settlement Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement as incorporated in the Stipulation unless otherwise ordered by the Court.

You do not need to go to the Settlement Hearing to have your written objection considered by

the Court. At the Settlement Hearing, any Settlement Class Member who has complied with the procedures set forth in this question 15 and in question 18 below for filing with the Court and providing to counsel for Plaintiff and Defendants a statement of an intention to appear at the Settlement Hearing may also appear and be heard, to the extent allowed by the Court, to state any objection to the Settlement. Any such objector may appear in person or arrange, at that objector's expense, for a lawyer to represent the objector at the Settlement Hearing.

THE SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement.

16. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Hearing at ____ a.m./p.m. on _____, _____, 2016 at the Superior Court of Hampden County, Hampden County Courthouse, 50 State St, Springfield, MA 01103. At this hearing, the Court will consider whether the Settlement should be finally approved by the Court; and whether the Order and Final Judgment as provided in the Stipulation should be entered herein.

The Court will take into consideration any written objections filed in accordance with the instructions at question 15. The Court may also listen to people who have properly indicated an intention to speak at the hearing; but decisions regarding the conduct of the hearing will be made by the Court. See question 18 for more information about speaking at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You should be aware that the Court may change the date and time of the Settlement Hearing. Thus, if you want to come to the hearing, you should check with Plaintiff's Counsel before coming to be sure that the date and/or time has not changed.

17. Do I have to come to the hearing.
--

No. Plaintiff's Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

18. May I speak at the hearing?
--

Any objector who files and serves a timely, written objection in accordance with the instructions in question 15 may also appear at the Settlement Hearing either in person or through counsel retained at the objector's expense. Objectors or their attorneys intending to appear at the Settlement Hearing must, by the deadline indicated at question 15, file with the Court, and serve on counsel listed at question 15, a notice of intention to appear, indicating their intention to appear at the Settlement Hearing. Any Settlement Class Member who does not comply with the procedure set forth in this paragraph shall not be permitted to appear at the Settlement Hearing, except for good cause shown.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against the Defendants and the other Released Persons about the Settled Claims in this case, ever again. To share in the Net Settlement Fund you must submit a Proof of Claim form (see question 10).

GETTING MORE INFORMATION

20. Are there more details about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are in the Stipulation dated June __, 2016. You can get a copy of the Stipulation by writing to Richard B. Brualdi, Esq., The Brualdi Law Firm, P.C., 29 Broadway, Suite 2400, New York, New York 10006.

You can also call the Claims Administrator at _____ toll free; write to the Claims Administrator at *Brian Levy v. Hampden Bancorp, Inc., et. al.*, Civil Action No. 15-0008 c/o _____; or visit the website _____, where you will find answers to common questions about the settlement, a Proof of Claim, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment.

21. How do I get more information?

For even more detailed information concerning the matters involved in this Action, you may refer to the pleadings, to the Stipulation, to the orders entered by the Court and to the other papers filed in the Action, which may be inspected at the Office of the Clerk of the Court, Hampden County Courthouse, 50 State St, Springfield, MA 01103, during regular business hours.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you held Hampden stock during the Settlement Class Period for the beneficial interest of a person or organization other than yourself, the Court has requested that you forward a copy of the Notice to such beneficial holders within ten (10) days of receiving it.

Dated: _____, 2016

BY ORDER OF THE SUPERIOR COURT
OF MASSACHUSETTS, HAMPDEN
COUNTY

Exhibit C

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

SUPERIOR COURT

BRIAN LEVY, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

HAMPDEN BANCORP, INC., GLENN S.
WELCH, RICHARD D. SUSKI, THOMAS
R. BURTON, LINDA SILVA THOMPSON,
STANLEY KOWALSKI, JR., MARY
ELLEN SCOTT, JUDITH E. KENNEDY,
RICHARD J. KOS, KATHLEEN O'BRIEN-
MOORE, ARLENE PUTNAM, JOHNNY
GUERRY, GAROLD R. BASE, and
BERKSHIRE HILLS BANCORP, INC.

Defendants.

Civil Action No. 15-0008

EXHIBIT C

PROOF OF CLAIM AND RELEASE

DEADLINE FOR SUBMISSION: _____, 2016

IF YOU OWNED COMMON STOCK OF HAMPDEN BANCORP, INC. ("HAMPDEN") AT ANY TIME DURING THE PERIOD FROM AND INCLUDING NOVEMBER 4, 2014 AND CONTINUED TO HOLD SUCH STOCK UNTIL THE CLOSING OF THE MERGER OF HAMPDEN WITH AND INTO BERKSHIRE HILLS BANCORP, INC. ("BERKSHIRE") ON APRIL 17, 2015 (OR SUCH SHARES WERE TRANSFERRED TO YOU BY SOMEONE WHO OWNED HAMPDEN COMMON STOCK FROM AND INCLUDING NOVEMBER 4, 2014 AND YOU CONTINUED TO HOLD SUCH STOCK UNTIL APRIL 17, 2015 (THE "SETTLEMENT CLASS"), YOU ARE A "SETTLEMENT CLASS MEMBER," AND YOU MAY BE ENTITLED TO SETTLEMENT PROCEEDS.

DEFENDANTS AND THEIR AFFILIATES, WITH AFFILIATES INCLUDING ANY PERSON, FIRM, TRUST, CORPORATION OR OTHER ENTITY RELATED TO OR AFFILIATED WITH ANY DEFENDANT ARE EXCLUDED FROM THE SETTLEMENT CLASS.

IF YOU ARE A SETTLEMENT CLASS MEMBER, IN ORDER TO BE ELIGIBLE TO RECEIVE ANY MONEY, YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE AND MAIL IT BY PRE-PAID, FIRST CLASS MAIL, *POSTMARKED NO LATER THAN* _____, 2016 TO THE HAMPDEN CLAIMS ADMINISTRATOR AT:

Hampden Bancorp, Inc. Shareholder Litigation

c/o _____
P.O. Box _____

YOUR FAILURE TO SUBMIT YOUR CLAIM POSTMARKED BY _____, 2016 MAY SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS LITIGATION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM *ONLY* TO THE HAMPDEN CLAIMS ADMINISTRATOR.

Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of Settlement in the Litigation.

If you are a Settlement Class Member, you will be bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

If you are NOT a Settlement Class Member DO NOT submit a Proof of Claim and Release.

All terms herein are as defined in the Notice of Pendency and Proposed Settlement of Class Action (which has been sent to you with this Proof of Claim and Release) and the Stipulation of Settlement on file with the Court.

1. If you owned shares of Hampden Bancorp, Inc. ("Hampden") at any time during the period from and including November 4, 2014 and continued to hold such stock until the closing of the Merger of Hampden with and into Berkshire on April 17, 2015 (the "Settlement Class Period"), and held the certificate(s) in your name, you are the beneficial owner as well as the record owner. If, however, you purchased or otherwise acquired Hampden shares and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner and the third party is the record owner.
2. Use the page of this form entitled "Claimant Information" to identify each beneficial owner and, if different, each record owner, of Hampden stock during the Settlement Class Period, which form the basis of this claim, and state the number of shares of Hampden common stock owned at the close of trading on that date.

THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER OR OWNERS, OR THE LEGAL REPRESENTATIVE OF SUCH OWNER OR OWNERS, OF THE HAMPDEN COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

3. All joint owners must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them, documentation establishing their authority must accompany this claim, and their titles or capacities must be stated.
4. The Social Security or Taxpayer Identification number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide this information could delay verification of your claim or result in rejection of the claim.

**SUPERIOR COURT OF MASSACHUSETTS
Hampden County**

Hampden Bancorp, Inc. Shareholder Litigation

PROOF OF CLAIM

Must be received by Claims Administrator *postmarked no later than* _____, 2016

Please Type or Print

CLAIMANT IDENTIFICATION

Beneficial Owner's Name *(as it appears on your brokerage statement)*

Joint Beneficial Owner's Name *(as it appears on your brokerage statement)*

Street Address

City

State

Zip Code

Foreign Province

Foreign Country

Social Security No.

or

Taxpayer Identification No.

Specify one of the following:

____ Individual(s) ____ Corporation ____ UGMA Custodian ____ IRA

____ Partnership ____ Estate ____ Trust ____ Other: _____

____ (Day)
Area Code Telephone Number

____ (Evening)
Area Code Telephone Number

Facsimile Number

E-Mail Address

Record Owner's Name and Address *(if different from beneficial owner listed above)*

State the total number of shares of Hampden common stock owned at any time during the period from and including November 4, 2014, which common stock you continued to hold until April 17, 2015 (must be documented): _____

YOU MUST ALSO READ, SIGN, AND SUBMIT THE SUBMISSION TO JURISDICTION AND RELEASE WHICH FOLLOWS

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release ("Proof of Claim") under the terms of the Stipulation of Settlement (the "Stipulation") described in the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"). I(We) acknowledge receiving and reading the Notice. I(We) understand that all capitalized terms used in this Proof of Claim and Release, unless otherwise expressly defined herein, shall have the meaning ascribed to such terms in the Notice. By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member as defined above and in the Notice, or I am (we are) acting for such Person; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund; and that I (we) elect to participate in the Settlement described in the Notice.

I (We) also submit to the jurisdiction of the Superior Court of Massachusetts, Hampden County, with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the Release set forth herein and any judgment that may be entered in the Litigation. I (We) further acknowledge that I am (we are) bound by, and subject to, the terms of any judgment that may be entered in the Litigation.

I (We) have set forth, where requested above, all relevant information with respect to my (our) ownership of Hampden common stock at any time during the period from and including November 4, 2014 and I (we) continued to hold such stock until the closing of the Merger of Hampden with and into Berkshire on April 17, 2015. I (We) have also enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, relevant portions of my (our) tax returns or other documents evidencing such ownership of Hampden stock in support of my (our) claim. [NOTE: IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT DOCUMENTS FROM YOUR BROKER OR TAX ADVISOR. THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.] I (We) agree to furnish additional information to the Claims Administrator and/or Plaintiff's Counsel or their agents to support this claim if required to do so.

RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and covenant not to sue with respect to, the Settled Claims against each and all of the Released Parties (as those terms are defined in the Notice).

2. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

3. I (We) hereby warrant and represent that I (we) have included information about all of my (our) holdings in Hampden common stock requested in this Proof of Claim.

I (We) have not submitted any other claim covering the same purchases or sales of Hampden common stock during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

I (We) declare under penalty of perjury, under the laws of the State/Commonwealth of _____ and the United States of America, that the foregoing information supplied by the undersigned is true and correct and that this Proof of Claim and Release form was executed this ____ day of _____, 2016, at _____, (City, State, Country)

(Signature of Claimant)

(Type or print your name here)

(Signature of Joint Claimant)

(Type or print your name here)

(Capacity of Persons signing, e.g., Beneficial
Purchaser, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT
AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Remember to sign the above Proof of Claim and Release Form.
2. Remember to attach only **copies** of acceptable supporting documentation, a complete list of which can be found on our website.
3. Do not send original securities certificates.
4. Keep a copy of the completed claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested, or its equivalent.
6. If you move after submitting your claim form, please send us your new address.
7. If you have any questions or concerns regarding your claim, please contact:

Hampden Bancorp, Inc. Shareholder Litigation
c/o KCC Class Action Services
P.O. Box _____

Exhibit D

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

SUPERIOR COURT

BRIAN LEVY, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

HAMPDEN BANCORP, INC., GLENN S.
WELCH, RICHARD D. SUSKI, THOMAS
R. BURTON, LINDA SILVA THOMPSON,
STANLEY KOWALSKI, JR., MARY
ELLEN SCOTT, JUDITH E. KENNEDY,
RICHARD J. KOS, KATHLEEN O'BRIEN-
MOORE, ARLENE PUTNAM, JOHNNY
GUERRY, GAROLD R. BASE, and
BERKSHIRE HILLS BANCORP, INC.

Defendants.

Civil Action No. 15-0008

EXHIBIT D

ORDER AND FINAL JUDGMENT

The parties having made an application for final approval of a settlement in accordance with a Stipulation of Settlement dated as of June ___, 2016 (the "Stipulation"), which, together with the exhibits thereto, sets forth the terms and conditions for the settlement of this action (the "Action"), and which provides for dismissal of the Action with prejudice; and the Court, having held a hearing, as noticed, on _____, 2016, at ___ m. (the "Settlement Hearing") to consider the proposed settlement as embodied in the Stipulation (the "Settlement"); and the Court having determined that due and adequate notice has been given in accordance with the Order For Notice and Scheduling of Hearing on Settlement (the "Notice Order") and that such

notice was adequate and sufficient, and the parties having appeared by their attorneys of record; and the attorneys for the respective parties having been heard in support of the Settlement of the Action for which the Stipulation provides; and an opportunity to be heard having been given to all other persons desiring to be heard as provided in the Notice; and the entire matter of the Settlement having been heard and considered by the Court;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. All terms used herein shall have the meanings set forth in the Stipulation, unless otherwise defined herein.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action.

3. Pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure, this Court hereby finally certifies, for settlement purposes only, a Settlement Class consisting of all record and beneficial holders of the common stock of Hampden who held such stock at any time during the period from and including November 4, 2014 and who continued to hold such stock until the closing of the Merger of Hampden with and into Berkshire on April 17, 2015, excluding Defendants and their affiliates, with affiliates including any Person related to or affiliated with any Defendant.

4. Pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure, and for the purposes of the Settlement only, Plaintiff is appointed as the class representative for the Settlement Class (the "Class Representative"), The Brualdi Law Firm, P.C. is appointed as lead counsel for the Settlement Class and Shapiro, Haber & Urmey LLP is appointed as liaison counsel for the Settlement Class.

5. The Court finds, for settlement purposes only, that the prerequisites for a class action under Rules 23(a) and 23(b) of the Massachusetts Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Class Representative are typical of the claims of the Settlement Class he represents; (d) the Class Representative has and will continue to fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. Commencing on or about _____, 2016, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice") was sent to the Settlement Class Members pursuant to and in the manner directed by the Notice Order. A full opportunity to be heard has been afforded to all parties, the Settlement Class and other persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and is due and sufficient notice to the Settlement Class Members pursuant to Massachusetts law and due process, and it is further determined that all members of the Settlement Class are bound by this Order and Final Judgment.

7. The Court finds that the Settlement set forth in the Stipulation should be approved as fair, reasonable and adequate in all respects, and is the result of arm's-length negotiations between experienced counsel. Accordingly, the Stipulation and the terms of the Settlement as described in the Stipulation, including those provisions contained in paragraphs 4 and 5 of the Stipulation providing for the allocation of funds from the Settlement Fund, are hereby approved

in their entirety, pursuant to the requirements of Massachusetts Rule of Civil Procedure 23(c). The Parties to the Settlement are hereby directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation. Plaintiff, all Settlement Class Members, and Defendants are hereby bound by the terms of the Settlement as set forth in the Stipulation.

8. Upon the Effective Date (as defined in the Stipulation), Plaintiff shall release, and all Settlement Class Members shall be deemed to have released, all Settled Claims against the Released Parties, and shall be forever barred and enjoined from instituting, prosecuting, participating, continuing, maintaining or asserting any Settled Claim, or assisting any Person in instituting, prosecuting, participating, continuing, maintaining or asserting any Settled Claim, against any of the Released Parties, whether directly or indirectly, whether in the United States or elsewhere, whether on their own behalf or on behalf of any class or any other Person, and regardless of whether or not such Settlement Class Member executes and delivers a Proof of Claim.

9. Upon the Effective Date (as defined in the Stipulation), Defendants and the Released Parties shall release all Defendants' Claims; *provided, however*, that the release of Defendants' Claims shall not include the right to enforce the Stipulation or any confidentiality stipulation agreed upon by the Parties.

10. If there are any further orders or proceedings regarding the plan of allocation set forth in paragraphs 4 and 5 of the Stipulation, they shall in no way disturb or affect the finality of the Settlement and the releases set forth herein or any aspect of this Order and Final Judgment other than that relating to such plan of allocation. Any such orders or proceedings shall be considered separate and apart from this Order and Final Judgment.

11. The provisions contained in the Stipulation and this Order and Final Judgment shall not be offered, received or deemed a presumption, concession or admission by any Defendant of any fault, liability or wrongdoing (or by Plaintiff as to any lack of fault, liability or wrongdoing of Defendants) as to any facts or claims that have been or might be alleged or asserted in the Action, or any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other action or proceeding, whether civil, criminal or administrative, for any purpose other than as provided for expressly herein.

12. The Court reserves jurisdiction, without affecting the finality of this Order and Final Judgment, over (a) implementation of the Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; and (c) all Parties hereto for the purpose of construing, enforcing and administering the Stipulation.

13. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation or the Effective Date does not occur, then this Order and Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and the terms of Paragraph 28 of the Stipulation shall apply.

14. The Action and all Settled Claims are dismissed with prejudice. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

15. There being no just reason for delay, the Court hereby directs that this Order and Final Judgment be entered by the Clerk of the Court.

Dated: _____

Judge of the Superior Court

