



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

**FORM S-8**  
**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

**M&T BANK CORPORATION**

(Exact name of registrant as specified in its charter)

NEW YORK  
 (State or other jurisdiction of  
 incorporation or organization)

16-0968385  
 (IRS Employer Identification No.)

One M&T Plaza  
 Buffalo, New York 14203  
 (Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**M&T Bank Corporation**  
**2005 Incentive Compensation Plan**  
 (Full title of the plan)

Mark W. Yonkman, Esq.  
 Senior Vice President and General Counsel  
 M&T Bank Corporation  
 One M&T Plaza  
 Buffalo, New York 14203  
 (716) 842-5390  
 (Name, address, including zip code, and telephone number, including area code, of agent for service)

Calculation of Registration Fee

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per unit (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee (3)
Common Stock, \$0.50 Par Value	8,702,379	\$107.60	\$936,375,980.40	\$110,211.45

- (1) In addition, pursuant to Rule 416 under the Securities Act of 1933, this Registration Statement also covers any additional securities which may become issuable pursuant to anti-dilution provisions of the M&T Bank Corporation 2005 Incentive Compensation Plan.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Securities Act Rule 457(h), on the basis of the average high and low sale prices of the Registrant's Common Stock as reported on August 8, 2005 on the New York Stock Exchange, which date is within 5 business days prior to the date of the filing of this Registration Statement.
- (3) Pursuant to Rule 457(p), M&T Bank Corporation offsets the \$110,211.45 registration fee by \$40,535.69 of fees paid by M&T Bank Corporation for common stock securities remaining unsold after the termination of M&T Bank Corporation's Registration Statement on Form S-8, Registration Number 333-63660, initially filed on June 22, 2001.

## PART I

### INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

The documents containing the information required in Part I of this Registration Statement will be provided to each participant as required by Rule 428(b)(1). Such documents are not being filed with the Securities and Exchange Commission (the "Commission") in accordance with the instructions to Form S-8, but constitute (along with the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II hereof) a prospectus that meets the requirements of Section 10(a) of the Securities Act of 1933, as amended.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

The purpose of this Registration Statement is to register 8,702,379 shares of common stock, \$0.50 par value, reserved for issuance pursuant to the M&T Bank Corporation 2005 Incentive Compensation Plan (the "Plan"). This number includes 6,000,000 new shares reserved for issuance under the Plan and 2,702,379 shares remaining available under the M&T Bank Corporation 2001 Stock Option Plan

#### **Item 3. Incorporation of documents by Reference.**

The following documents filed by M&T Bank Corporation (File No. 1-9861) ("M&T") with the Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated herein by reference:

- a. M&T's Annual Report on Form 10-K for the year ended December 31, 2004;
- b. M&T's Quarterly Reports on Form 10-Q for the periods ended March 31, 2005 and June 30, 2005;
- c. M&T's Current Reports on Form 8-K filed with the Commission on January 7, 2005, January 11, 2005, February 18, 2005, March 15, 2005, April 19, 2005, April 21, 2005, June 22, 2005 and July 12, 2005; and
- d. The description of the common stock of M&T ("M&T Common Stock"), contained in a registration statement on Form 8-A filed by M&T on May 20, 1998, and any amendments or reports filed for the purpose of updating such description.

All documents filed by M&T after the date of this Registration Statement pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all M&T Common Stock offered hereby has been sold or which deregisters such M&T Common Stock then remaining unsold, shall be deemed to be incorporated in this Registration Statement by reference and shall be a part hereof from the date of filing such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference in this Registration Statement shall be deemed to be modified or

superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this Registration Statement modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or so superseded, to constitute a part of this Registration Statement.

**Item 4. Description of Securities.**

Not Applicable.

**Item 5. Interests of Named Experts and Counsel.**

Mark W. Yonkman, Esq., Senior Vice President and General Counsel of M&T, has delivered a legal opinion to the effect that the issuance and sale of the M&T Common Stock offered hereby was duly authorized by M&T and that such M&T Common Stock will be validly issued, fully paid and nonassessable when issued pursuant to the Plan. As of August 10, 2005, Mr. Yonkman held options granted under the M&T Bank Corporation 2001 Stock Option Plan covering 21,000 shares of M&T Common Stock, 1,200 of which are currently exercisable.

**Item 6. Indemnification of Directors and Officers.**

Sections 721 and 722 of the New York Business Corporation Law ("NYBCL") provide for indemnification of directors and officers. Section 721 of the NYBCL provides that the statutory provisions under New York law are not exclusive of any other rights to which a director or officer seeking indemnification would be entitled.

Section 722 of the NYBCL provides that a corporation may indemnify a director or officer of the corporation who is made a party, or threatened to be made a party, in a civil or criminal proceeding arising out of activities undertaken at the request of the corporation (including action on behalf of another corporation, partnership, joint venture, trust, employee benefit plan or other business enterprise) against judgments, fines, amounts paid in settlement and reasonable expenses, if the director or officer acted in good faith for a purpose which he reasonably believed to be in, or, in the case of service for any other corporation, partnership, joint venture, trust, employee benefit plan or other business enterprise, not opposed to, the best interests of the corporation. To be indemnified with respect to criminal proceedings, the director or officer must also have had no reasonable cause to believe that his or her conduct was unlawful. In the case of a claim by or in the right of the corporation (including stockholder derivative suits), there is no indemnification under New York law for threatened actions or a pending action otherwise settled or disposed of, and no indemnification of expenses is permitted, if the director or officer is adjudged liable to the corporation unless and only to the extent a court determines that, despite such adjudication but in view of all the circumstances, such indemnification is nonetheless proper.

The certificate of incorporation of M&T provides that M&T will indemnify to the maximum extent permissible under New York law its officers and directors for liability arising out of their actions in such capacity.

M&T carries directors' and officers' liability insurance coverage that insures its directors and officers and the directors and officers of its subsidiaries in certain circumstances.

**Item 7. Exemptions from Registration Claimed.**

Not Applicable.

**Item 8. Exhibits**

The following exhibits are filed as part of this Registration Statement or, where so indicated, have been previously filed and are incorporated herein by reference.

- |              |  |
|--------------|--|
| Exhibit 4.1  | M&T Bank Corporation 2005 Incentive Compensation Plan, incorporated by reference to Appendix A to the Proxy Statement of M&T Bank Corporation dated March 4, 2005 (File No. 1-9861). |
| Exhibit 4.2  | Form of Incentive Stock Option Agreement, filed herewith.  |
| Exhibit 4.3  | Form of Nonqualified Stock Option Agreement, filed herewith.   |
| Exhibit 4.4  | Form of Restricted Stock Award Agreement, filed herewith.  |
| Exhibit 5    | Opinion of Mark W. Yonkman, Esq., filed herewith.  |
| Exhibit 23.1 | Consent of Mark W. Yonkman, Esq., included in the opinion filed as Exhibit 5 hereto.   |
| Exhibit 23.2 | Consent of PricewaterhouseCoopers LLP, filed herewith.   |
| Exhibit 24   | Powers of Attorney, filed herewith.  |

**Item 9. Undertakings.**

M&T hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (a) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended;

- (b) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
- (c) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that the undertakings set forth in paragraphs 1(a) and 1(b) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by M&T pursuant to Section 13 or 15(d) of the Exchange Act, which are incorporated by reference in this registration statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, as amended, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. That, for purposes of determining any liability under the Securities Act of 1933, as amended, each filing of M&T's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act, as amended, that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

5. Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers and controlling persons of M&T pursuant to the foregoing provisions, or otherwise, M&T has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by M&T of expenses incurred or paid by a director, officer or controlling person of M&T in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, M&T will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Buffalo, State of New York, on August 10, 2005.

M&T BANK CORPORATION

By: /s/ René F. Jones

René F. Jones  
Senior Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 10, 2005:

Signature	Title
<u>/s/ Robert E. Sadler, Jr.</u> Robert E. Sadler, Jr.	President, Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ René F. Jones</u> René F. Jones	Senior Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Michael R. Spychala</u> Michael R. Spychala	Senior Vice President and Controller (Principal Accounting Officer)
<u>William F. Allyn</u>	Director
<u>* Brent D. Baird</u>	Director
<u>* Robert J. Bennett</u>	Director
<u>* C. Angela Bontempo</u>	Director



Signature	*	Title
_____ Robert T. Brady		Director
_____ Emerson L. Brumback	*	Director
_____ Michael D. Buckley	*	Director
_____ Patrick J. Callan	*	Director
_____ R. Carlos Carballada	*	Director
_____ T. Jefferson Cunningham III	*	Director
_____ Richard E. Garman	*	Director
_____ Derek C. Hathaway	*	Director
_____ Daniel R. Hawbaker	*	Director
_____ Patrick W.E. Hodgson	*	Director
_____ Gary Kennedy	*	Director
_____ Richard G. King	*	Director

Signature	*	Title
_____ Reginald B. Newman, II		Director
_____ Jorge G. Pereira		Director
_____ Michael P. Pinto		Director
_____ Eugene J. Sheehy		Director
_____ Stephen G. Sheetz		Director
_____ Herbert L. Washington		Director
_____ Robert G. Wilmers		Director

\*By: /s/ Mark W. Yonkman  
 Mark W. Yonkman, Esq.  
 (Attorney-in-fact)  
 pursuant to Powers of Attorney filed herewith

August 10, 2005

## INDEX TO EXHIBITS

- Exhibit 4.1 M&T Bank Corporation 2005 Incentive Compensation Plan, incorporated by reference to Appendix A to the Proxy Statement of M&T Bank Corporation dated March 4, 2005 (File No. 1-9861).
- Exhibit 4.2 Form of Incentive Stock Option Agreement, filed herewith.
- Exhibit 4.3 Form of Nonqualified Stock Option Agreement, filed herewith.
- Exhibit 4.4 Form of Restricted Stock Award Agreement, filed herewith.
- Exhibit 5 Opinion of Mark W. Yonkman, Esq., filed herewith.
- Exhibit 23.1 Consent of Mark W. Yonkman, Esq., included in the opinion filed as Exhibit 5 hereto.
- Exhibit 23.2 Consent of PricewaterhouseCoopers LLP, filed herewith.
- Exhibit 24 Powers of Attorney, filed herewith.

FORM  
OF  
INCENTIVE STOCK OPTION AGREEMENT

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M&T BANK CORPORATION  
2005 INCENTIVE COMPENSATION PLAN

\* \* \*

INCENTIVE STOCK OPTION AGREEMENT

OPTIONEE:

DATE OF GRANT:

EXERCISE PRICE:

COVERED SHARES:

M&T Bank Corporation (the "Company") hereby grants to the Optionee or his or her successors an Incentive Stock Option to purchase from the Company that number of shares of Common Stock equal to the Covered Shares, exercisable at the Exercise Price. This grant is made pursuant to the M&T Bank Corporation 2005 Incentive Compensation Plan (the "Plan") and is subject to the terms and conditions of the Plan and is subject further to the terms and conditions of this Agreement. As used herein, the term "Agreement" shall mean, collectively, this cover page and the Terms and Conditions of Incentive Stock Option delivered to Optionee with this cover page. Capitalized terms used on this cover page without definition shall have the meanings assigned to them in the Plan. A copy of the Plan can be viewed and downloaded from the Company's Intranet under the Human Resources page.

The exercise of the Option is subject to the following vesting schedule, which may be accelerated under the circumstances described in Paragraph 3(c) of the Terms and Conditions of Incentive Stock Option:

- No part of the Option may be exercised prior to \_\_\_\_\_, 200\_\_ [*generally 1 year from the Date of Grant*];
- On or after \_\_\_\_\_, 200\_\_ [*generally 1 year from the Date of Grant*], the Option may be exercised as to \_\_\_\_\_ of the Covered Shares [*generally 10% of the Covered Shares*];
- On or after \_\_\_\_\_, 200\_\_ [*generally 2 years from the Date of Grant*], the Option may be exercised as to an additional \_\_\_\_\_ of the Covered Shares [*generally 20% of the Covered Shares*];
- On or after \_\_\_\_\_, 200\_\_ [*generally 3 years from the Date of Grant*], the Option may be exercised as to an additional \_\_\_\_\_ of the Covered Shares [*generally 30% of the Covered Shares*]; and
- On or after \_\_\_\_\_, 200\_\_ [*generally 4 years from the Date of Grant*], the Option may be exercised as to the remaining \_\_\_\_\_ of the Covered Shares [*generally 40% of the Covered Shares*].

In order to exercise the Option, you should refer to the EquiServe brochure which describes the procedures you must follow to exercise the Option and other important matters. EquiServe is the current Third Party Administrator. If the Company changes the Third Party Administrator or if the EquiServe brochure becomes outdated, you will be notified of any changes. The most current EquiServe brochure can be viewed and downloaded from the Company's Intranet under the Human Resources page.

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed on its behalf effective as of the Date of Grant.

ATTEST:

M&T BANK CORPORATION

By: \_\_\_\_\_

\_\_\_\_\_

Accepted and agreed to as of the Date of the Grant:

\_\_\_\_\_  
Optionee

M&T BANK CORPORATION  
2005 INCENTIVE COMPENSATION PLAN

\* \* \*

TERMS AND CONDITIONS  
OF  
INCENTIVE STOCK OPTION

1. **Definitions.** In this Agreement, except where the context otherwise indicates, the following definitions apply. Capitalized terms used herein without definition shall have the meanings assigned to them in the Plan.

- (a) "Covered Shares" means the shares of Common Stock subject to the Option set forth as the "Covered Shares" on the cover page of this Agreement.
  - (b) "Date of Expiration" means the date on which the Option shall expire, which shall be the earliest of the following times:
    - (i) upon termination of the Optionee's employment or service with the Company or an Affiliate for Cause.
    - (ii) 30 days after termination of the Optionee's employment or service with the Company or an Affiliate by reason of the Optionee's Resignation;
    - (iii) 90 days after termination of the Optionee's employment or service with the Company or an Affiliate for any reason, including Retirement, except Cause, Resignation, death or Disability;
    - (iv) one year after termination of the Optionee's employment or service with the Company or an Affiliate by reason of death or Disability; or
    - (v) ten years after the Date of Grant.
  - (c) "Date of Grant" means the date set forth as the "Date of Grant" on the cover page of this Agreement.
  - (d) "Exercise Price" means the dollar amount per share of Common Stock set forth as the "Exercise Price" on the cover page of this Agreement.
  - (e) "Option" means the incentive stock option granted to the Optionee on the cover page of this Agreement.
  - (f) "Optionee" means the person identified as the "Optionee" on the cover page of this Agreement.
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(g) "Third Party Administrator" means the entity to which the Committee has delegated its authority to administer the exercise of stock options granted under the Plan.

2. Grant of Option. The Option granted hereby is granted in accordance with the cover page of this Agreement.

3. Terms of the Option.

(a) Type of Option. The Option is intended to be an incentive stock option under Section 422 of the Code to the maximum extent permissible under the Code.

(b) Option Period. During the period commencing on the Date of Grant and terminating on the Date of Expiration, the Option may be exercised with respect to all or a portion of the Covered Shares (in full shares) to the extent that the Option has not been previously exercised with respect to such Covered Shares and subject to the vesting schedule on the cover page of this Agreement.

(c) Acceleration of Vesting. Notwithstanding the above provisions of Paragraph 3(b) and the vesting schedule on the cover page of this Agreement, the Option may be exercised in full during the period commencing on the Date of Grant and ending on the Date of Expiration (i) following a Change in Control or (ii) upon the Optionee's termination of employment or service with the Company or an Affiliate due to the Optionee's death, Retirement, or Disability. In addition, upon the Optionee's termination of employment or service with the Company or an Affiliate, other than for Cause, during the one-year period following a Change in Control, any Option held by the Optionee as of the date of the Change in Control that remains outstanding as of the date of such termination of employment may thereafter be exercised, until the earlier of (i) the expiration date of such Option, which is ten years after the Date of Grant, or (ii) one year after the date of such termination of employment.

(d) Nontransferability. The Option is not transferable by the Optionee other than by will or by the laws of descent and distribution, and is exercisable, during the Optionee's lifetime, only by the Optionee or, in the event of the Optionee's Disability, by the Optionee's guardian or legal representative.

(e) Payment of the Exercise Price. The Optionee, upon exercise, in whole or in part, of the Option, may pay the Exercise Price by any or all of the following means, either alone or in combination:

(i) Cash or check payable to the order of the Third Party Administrator, unless the Company notifies the Optionee otherwise; or

(ii) Delivery or deemed delivery through attestation of Previously-Acquired Shares having a Fair Market Value on the Date of Exercise equal to the Exercise Price aggregating not more than that portion of the Exercise Price being paid by delivery of such shares.

4. Capital Adjustments. The number of Covered Shares and the Exercise Price shall be subject to adjustment in accordance with Section 4.2 of the Plan, if the Committee in its sole discretion deems it appropriate.

5. Exercise.

(a) Notice. To the extent exercisable and not expired or forfeited, cancelled or otherwise terminated, the Option shall be exercised, in whole or in part, by the delivery to the Third Party Administrator, unless the Company notifies the Optionee otherwise, (i) of written notice of such exercise, in such form as the Third Party Administrator or the Committee may from time to time prescribe, (ii) accompanied (A) by full payment of the Exercise Price with respect to that portion of the Option being exercised, as provided in Paragraph 3(e) of these Terms and Conditions of Incentive Stock Option, or (B) by the delivery of irrevocable instructions to the Third Party Administrator or to the Optionee's broker to promptly sell all or a portion of the Covered Shares being exercised and to deliver or cause to be delivered to the Company cash equal to the Exercise Price.

(b) Withholding. The Company's obligation to issue or deliver shares of Common Stock upon the exercise of the Option shall be subject to the satisfaction of any applicable federal, state, local or foreign tax withholding requirements (including the Optionee's FICA obligation). The Optionee may satisfy any such withholding obligation by any of the following means or by a combination of such means: (a) tendering a cash payment; (b) authorizing the Company or the Third Party Administrator to withhold shares of Common Stock otherwise issuable to the Optionee upon exercise of the Option; or (c) delivering to the Company or the Third Party Administrator Previously-Acquired Shares. For purposes of this Paragraph 5(b), shares of Common Stock that are withheld or delivered to satisfy applicable withholding taxes shall be valued at their Fair Market Value on the date the withholding tax obligation arises.

(c) Effect. The exercise, in whole or in part, of the Option shall cause a reduction in the number of Covered Shares equal to the number of shares of Common Stock with respect to which the Option is exercised.

6. Restriction on Exercise and Upon Shares of Common Stock Issued Upon Exercise. Notwithstanding any other provision of this Agreement, the Optionee agrees, for himself and his successors, that the Option may not be exercised at any time that the Company does not have in effect a registration statement under the Securities Act of 1933, as amended, relating to the offer of Common Stock to the Optionee under the Plan, unless the Company agrees to permit such exercise. The Optionee further agrees, for himself and his successors, that, upon the issuance of any shares of Common Stock upon the exercise of the Option, he will, upon the request of the Company, agree in writing that he is acquiring such shares for investment only and not with a view to resale, and that he will not sell, pledge or otherwise dispose of such shares so issued unless and until (a) the Company is furnished with an opinion of counsel to the effect that registration of such shares pursuant to the Securities Act of 1933, as amended, is not required by that Act and the rules and regulations thereunder; (b) the staff of the Securities and Exchange Commission has issued a "no-action" letter with respect to such disposition; or (c) such registration or notification as is, in the opinion of counsel for the Company, required for the lawful disposition of such shares has been filed by the Company and has become effective;



provided, however, that the Company is not obligated hereby to file any such registration or notification. The Optionee further agrees that the Company may place a legend embodying such restriction on the certificates evidencing such shares.

7. Rights as Stockholder. The Optionee shall have no rights as a stockholder with respect to any shares of Common Stock subject to the Option until and unless a certificate or certificates representing such shares are issued to the Optionee pursuant to this Agreement. Except as provided in Paragraph 4 of these Terms and Conditions of Incentive Stock Option, no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates.

8. Employment. Neither the granting of the Option evidenced by this Agreement nor any term or provision of this Agreement shall constitute or be evidence of any understanding, express or implied, on the part of the Company or any of its Affiliates to employ the Optionee for any period. Whenever reference is made in this Agreement to the employment of the Optionee, it means employment by the Company or an Affiliate.

9. Subject to the Plan. The Option evidenced by this Agreement and the exercise thereof are subject to the terms and conditions of the Plan, which are incorporated herein by reference and made a part hereof, but the terms of the Plan shall not be considered an enlargement of any benefits under this Agreement. In addition, the Option is subject to any rules and regulations promulgated by the Committee.

10. Governing Law. The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws of the State of New York without giving effect to the principles of conflicts of laws.

FORM  
OF  
NONQUALIFIED STOCK OPTION AGREEMENT

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M&T BANK CORPORATION  
2005 INCENTIVE COMPENSATION PLAN

\* \* \*

NONQUALIFIED STOCK OPTION AGREEMENT

OPTIONEE:

DATE OF GRANT:

EXERCISE PRICE:

COVERED SHARES:

M&T Bank Corporation (the "Company") hereby grants to the Optionee a Nonqualified Stock Option to purchase from the Company that number of shares of Common Stock equal to the Covered Shares, exercisable at the Exercise Price. This grant is made pursuant to the M&T Bank Corporation 2005 Incentive Compensation Plan (the "Plan") and is subject to the terms and conditions of the Plan and is subject further to the terms and conditions of this Agreement. As used herein, the term "Agreement" shall mean, collectively, this cover page and the related Terms and Conditions of Nonqualified Stock Option delivered to the Optionee with this cover page. Capitalized terms used in this Agreement without definition shall have the meanings assigned to them in the Plan. A copy of the Plan can be viewed and downloaded from the Company's Intranet under the Human Resources page or will be provided to you upon your request.

The exercise of the Option is subject to the following vesting schedule, which may be accelerated under the circumstances described in Paragraph 3(c) of the Terms and Conditions of Nonqualified Stock Option:

- No part of the Option may be exercised prior to \_\_\_\_\_, 200\_\_ [generally 1 year from the Date of Grant];
- On or after \_\_\_\_\_, 200\_\_ [generally 1 year from the Date of Grant], the Option may be exercised as to \_\_\_\_\_ of the Covered Shares [generally 10% of the Covered Shares];
- On or after \_\_\_\_\_, 200\_\_ [generally 2 years from the Date of Grant], the Option may be exercised as to an additional \_\_\_\_\_ of the Covered Shares [generally 20% of the Covered Shares];
- On or after \_\_\_\_\_, 200\_\_ [generally 3 years from the Date of Grant], the Option may be exercised as to an additional \_\_\_\_\_ of the Covered Shares [generally 30% of the Covered Shares]; and
- On or after \_\_\_\_\_, 200\_\_ [generally 4 years from the Date of Grant], the Option may be exercised as to the remaining \_\_\_\_\_ of the Covered Shares [generally 40% of the Covered Shares].

In order to exercise the Option, you should refer to the EquiServe brochure which describes the procedures you must follow to exercise the Option and other important matters. EquiServe is the current Third Party Administrator. If the Company changes the Third Party Administrator or if the EquiServe brochure becomes outdated, you will be notified of any changes. The most current EquiServe brochure can be viewed and downloaded from the Company's Intranet under the Human Resources page or will be provided to you upon your request.

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed on its behalf effective as of the Date of Grant.

ATTEST:

M&T BANK CORPORATION

By: \_\_\_\_\_

Accepted and agreed to as of the Date of the Grant:

\_\_\_\_\_  
Optionee

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M&T BANK CORPORATION  
2005 INCENTIVE COMPENSATION PLAN

\* \* \*

TERMS AND CONDITIONS  
OF  
NONQUALIFIED STOCK OPTION

1. **Definitions.** In this Agreement, except where the context otherwise indicates, the following definitions apply. Capitalized terms used herein without definition shall have the meanings assigned to them in the Plan.

- (a) "Covered Shares" means the shares of Common Stock subject to the Option set forth as the "Covered Shares" on the cover page of this Agreement.
  - (b) "Date of Expiration" means the date on which the Option shall expire which shall be the earliest of the following times:
    - (i) upon termination of the Optionee's employment or service with the Company or an Affiliate for Cause.
    - (ii) 30 days after termination of the Optionee's employment or service with the Company or an Affiliate by reason of the Optionee's Resignation;
    - (iii) 90 days after termination of the Optionee's employment or service with the Company or an Affiliate for any reason, including Retirement, except Cause, Resignation, death or Disability;
    - (iv) one year after termination of the Optionee's employment or service with the Company or an Affiliate by reason of death or Disability; or
    - (v) ten years and one day after the Date of Grant.
  - (c) "Date of Grant" means the date set forth as the "Date of Grant" on the cover page of this Agreement.
  - (d) "Exercise Price" means the dollar amount per share of Common Stock set forth as the "Exercise Price" on the cover page of this Agreement.
  - (e) "Option" means the nonqualified stock option granted to the Optionee on the cover page of this Agreement.
  - (f) "Optionee" means the person identified as the "Optionee" on the cover page of this Agreement.
-

(g) "Third Party Administrator" means the entity to which the Committee has delegated its authority to administer the exercise of stock options granted under the Plan.

2. Grant of Option. The Option granted hereby is granted in accordance with the cover page of this Agreement.

3. Terms of the Option.

(a) Type of Option. The Option is intended to be a nonqualified stock option, and is not an incentive stock option within the meaning of section 422 of the Code.

(b) Option Period. During the period commencing on the Date of Grant and terminating on the Date of Expiration, the Option may be exercised with respect to all or a portion of the Covered Shares (in full shares) to the extent that the Option has not been previously exercised with respect to such Covered Shares and subject to the vesting schedule on the cover page of this Agreement.

(c) Acceleration of Vesting. Notwithstanding the above provisions of Paragraph 3(b) and the vesting schedule on the cover page of this Agreement, the Option may be exercised in full during the period commencing on the Date of Grant and ending on the Date of Expiration (i) following a Change in Control or (ii) upon the Optionee's termination of employment or service with the Company or an Affiliate due to the Optionee's death, Retirement, or Disability. In addition, upon the Optionee's termination of employment or service with the Company or an Affiliate, other than for Cause, during the one-year period following a Change in Control, any Option held by the Optionee as of the date of the Change in Control that remains outstanding as of the date of such termination of employment may thereafter be exercised, until the earlier of (i) the expiration date of such Option, which is ten years and one day after the Date of Grant, or (ii) one year after the date of such termination of employment.

(d) Nontransferability. The Option is not transferable by the Optionee other than by will or by the laws of descent and distribution, and is exercisable, during the Optionee's lifetime, only by the Optionee or, in the event of the Optionee's Disability, by the Optionee's guardian or legal representative.

(e) Payment of the Exercise Price. The Optionee, upon exercise, in whole or in part, of the Option, may pay the Exercise Price by any or all of the following means, either alone or in combination:

(i) Cash or check payable to the order of the Third Party Administrator, unless the Company notifies the Optionee otherwise; or

(ii) Delivery or deemed delivery through attestation of Previously-Acquired Shares having a Fair Market Value on the Date of Exercise equal to the Exercise Price aggregating not more than that portion of the Exercise Price being paid by delivery of such shares.

4. Capital Adjustments. The number of Covered Shares and the Exercise Price shall be subject to adjustment, in accordance with Section 4.2 of the Plan, if the Committee in its sole discretion deems it appropriate.

5. Exercise.

(a) Notice. To the extent exercisable and not expired or forfeited, cancelled or otherwise terminated, the Option shall be exercised, in whole or in part, by the delivery to the Third Party Administrator, unless the Company notifies the Optionee otherwise, (i) of written notice of such exercise, in such form as the Third Party Administrator or the Committee may from time to time prescribe, (ii) accompanied (A) by full payment of the Exercise Price with respect to that portion of the Option being exercised, as provided in Paragraph 3(e) of these Terms and Conditions of Nonqualified Stock Option, or (B) by the delivery of irrevocable instructions to the Third Party Administrator or to the Optionee's broker to promptly sell all or a portion of the Covered Shares being exercised and to deliver or cause to be delivered to the Company cash equal to the Exercise Price.

(b) Withholding. The Company's obligation to issue or deliver shares of Common Stock upon the exercise of the Option shall be subject to the satisfaction of any applicable federal, state, local or foreign tax withholding requirements (including the Optionee's FICA obligation). The Optionee may satisfy any such withholding obligation by any of the following means or by a combination of such means: (a) tendering a cash payment; (b) authorizing the Company or the Third Party Administrator to withhold shares of Common Stock otherwise issuable to the Optionee upon exercise of the Option; or (c) delivering to the Company or the Third Party Administrator Previously-Acquired Shares. For purposes of this Paragraph 5(b), shares of Common Stock that are withheld or delivered to satisfy applicable withholding taxes shall be valued at their Fair Market Value on the date the withholding tax obligation arises, and in no event shall the aggregate Fair Market Value of the shares withheld and/or delivered pursuant to this Paragraph 5(b) exceed the minimum amount of taxes required to be withheld in connection with exercise of the Option.

(c) Effect. The exercise, in whole or in part, of the Option shall cause a reduction in the number of Covered Shares equal to the number of shares of Common Stock with respect to which the Option is exercised.

6. Restriction on Exercise and Upon Shares of Common Stock Issued Upon Exercise. Notwithstanding any other provision of this Agreement, the Optionee agrees, for himself and his successors, that the Option may not be exercised at any time that the Company does not have in effect a registration statement under the Securities Act of 1933, as amended, relating to the offer of Common Stock to the Optionee under the Plan, unless the Company agrees to permit such exercise. The Optionee further agrees, for himself and his successors, that, upon the issuance of any shares of Common Stock upon the exercise of the Option, he will, upon the request of the Company, agree in writing that he is acquiring such shares for investment only and not with a view to resale, and that he will not sell, pledge or otherwise dispose of such shares so issued unless and until (a) the Company is furnished with an opinion of counsel to the effect that registration of such shares pursuant to the Securities Act of 1933, as amended, is not required by that Act and the rules and regulations thereunder; (b) the staff of the Securities and Exchange Commission has issued a "no-action" letter with respect to such disposition; or (c) such registration or notification as is, in the opinion of counsel for the Company, required for the lawful disposition of such shares has been filed by the Company and has become effective; provided, however, that the Company is not obligated hereby to file any such registration or notification. The Optionee further agrees that the Company may place a legend embodying such restriction on the certificates evidencing such shares.

7. Rights as Stockholder. The Optionee shall have no rights as a stockholder with respect to any shares of Common Stock subject to the Option until and unless a certificate or certificates representing such shares are issued to the Optionee pursuant to this Agreement. Except as provided in

Paragraph 4 of these Terms and Conditions of Nonqualified Stock Option, no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates.

8. Employment. Neither the granting of the Option evidenced by this Agreement nor any term or provision of this Agreement shall constitute or be evidence of any understanding, express or implied, on the part of the Company or any of its Affiliates to employ the Optionee for any period. Whenever reference is made in this Agreement to the employment of the Optionee, it means employment by the Company or an Affiliate.

9. Subject to the Plan. The Option evidenced by this Agreement and the exercise thereof are subject to the terms and conditions of the Plan, which are incorporated herein by reference and made a part hereof, but the terms of the Plan shall not be considered an enlargement of any benefits under this Agreement. In addition, the Option is subject to any rules and regulations promulgated by the Committee.

10. Governing Law. The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws of the State of New York without giving effect to the principles of conflicts of laws.

FORM  
OF  
RESTRICTED STOCK AWARD AGREEMENT

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M&T BANK CORPORATION  
2005 INCENTIVE COMPENSATION PLAN

\* \* \*

RESTRICTED STOCK AWARD AGREEMENT

GRANTEE:

DATE OF GRANT:

COVERED SHARES:

M&T Bank Corporation (the "Company") hereby grants to the Grantee a Restricted Stock Award for that number of shares of Common Stock equal to the Covered Shares. This grant is made pursuant to the M&T Bank Corporation 2005 Incentive Compensation Plan (the "Plan") and is subject to the terms and conditions of the Plan and this Agreement. As used herein, the term "Agreement" shall mean, collectively, this cover page and the related Terms and Conditions of Restricted Stock Award delivered to the Grantee with this cover page. As used herein, the term "vest" shall mean the lapsing of the restrictions described herein and in the Plan with respect to one or more Covered Shares. Capitalized terms used in this Agreement without definition shall have the meanings assigned to them in the Plan. A copy of the Plan can be viewed and downloaded from the Company's Intranet under the Human Resources page.

Subject to the terms of the Plan and this Agreement, including without limitation, the Grantee's fulfillment of the employment requirements in Paragraph 3(b) of the Terms and Conditions of Restricted Stock Award, the Covered Shares acquired hereunder shall vest in accordance with the following vesting schedule and the applicable provisions of the Plan and this Agreement:

- On \_\_\_\_\_, 200\_\_ [*generally 3 years from the Date of Grant*], \_\_\_\_\_ of the Covered Shares will vest;
- On \_\_\_\_\_, 200\_\_ [*generally 4 years from the Date of Grant*], an additional \_\_\_\_\_ of the Covered Shares will vest;
- On \_\_\_\_\_, 200\_\_ [*generally 5 years from the Date of Grant*], the remaining \_\_\_\_\_ of the Covered Shares will vest.

The unvested portion of the Grantee's Restricted Stock Award is subject to forfeiture under Paragraph 3(b) of the Terms and Conditions of Restricted Stock Award. The foregoing vesting schedule may be accelerated under the circumstances described in Paragraph 3(c) of the Terms and Conditions of Restricted Stock Award

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed on its behalf effective as of the Date of Grant.

ATTEST:

M&T BANK CORPORATION

By: \_\_\_\_\_

Accepted and agreed to as of the Date of the Grant:

\_\_\_\_\_  
Grantee

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M&T BANK CORPORATION  
2005 INCENTIVE COMPENSATION PLAN

\* \* \*

TERMS AND CONDITIONS  
OF  
RESTRICTED STOCK AWARD

1. Definitions. In this Agreement, except where the context otherwise indicates, the following definitions apply. Capitalized terms used herein without definition shall have the meanings assigned to them in the Plan.

(a) "Covered Shares" means the shares of Common Stock subject to the Restricted Stock Award set forth as the "Covered Shares" on the cover page of this Agreement.

(b) "Date of Grant" means the date set forth as the "Date of Grant" on the cover page of this Agreement.

(c) "Grantee" means the person identified as the "Grantee" on the cover page of this Agreement.

(d) "Restricted Stock Award" means the Restricted Stock granted to the Grantee on the cover page of this Agreement.

(e) "Third Party Administrator" means the entity to which the Committee has delegated its authority to administer the issuance of Restricted Stock granted under the Plan.

2. Grant of Restricted Stock Award. The Restricted Stock Award granted hereby is granted in accordance with the cover page of this Agreement.

3. Terms of the Restricted Stock Award.

(a) Nature of Restricted Stock Award. Shares of Restricted Stock are actual shares of Common Stock issued to the Grantee, and shall be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of one or more stock certificates.

(b) Employment Requirement; Forfeiture. Except as provided herein, the Grantee must remain continuously employed by the Company or one of its Affiliates since the Date of Grant and until the Restricted Stock Award (or a portion thereof) has vested in order to retain the Restricted Stock Award (or portion thereof, as the case may be). If the Grantee's employment with the Company or an Affiliate terminates for any reason, including for Cause or as a result of the Grantee's Resignation (other than due to death, Retirement or Disability), before the Grantee's entire Restricted Stock Award has fully vested, the Grantee will forfeit that portion of the Covered Shares that have not vested as of the date of the Grantee's termination of employment. The Grantee hereby (i) acknowledges that the Covered Shares may be held in book

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entry form on the books of Registrar and Transfer Company (or another institution specified by the Company), and irrevocably authorizes the Company to take such actions as may be necessary or appropriate to effectuate a transfer of the record ownership of any such shares that are unvested and forfeited hereunder, (ii) agrees to deliver to the Company, as a condition to the issuance of any stock certificates or certificates with respect to unvested Covered Shares, one or more stock powers, endorsed in blank, with respect to such shares, and (iii) agrees to sign such other powers and take such other actions as the Company may reasonably request to accomplish the transfer or forfeiture hereunder.

(c) Acceleration of Vesting. Notwithstanding the above provisions of Paragraph 3(b) and the vesting schedule on the cover page of this Agreement, the unvested portion of the Restricted Stock Award shall vest in full (i) on the date a Change in Control occurs or (ii) upon the Grantee's termination of employment with the Company or an Affiliate due to the Grantee's death, Retirement or Disability.

(d) Nontransferability. Until they have vested, Covered Shares may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated other than by will or by the laws of descent and distribution.

4. Voting and Dividends. The Grantee shall have the right to vote unvested Covered Shares and to receive any cash dividends or cash distributions that may be paid with respect thereto. In the event of a stock dividend, stock distribution, stock split, division of shares or other corporate structure change which results in the issuance of additional shares with respect to any unvested Covered Share, such additional shares will be subject to the restrictions of this Restricted Stock Award in the same manner and for so long as such unvested Covered Share remains subject to such restrictions, and such additional shares shall be promptly forfeited to the Company if and when such unvested Covered Share is so forfeited.

5. Capital Adjustments. The number of Covered Shares shall be subject to adjustment, in accordance with Section 4.2 of the Plan, if the Committee in its sole discretion deems it appropriate.

6. Stock Certificates; Legend. Any stock certificate or certificates representing unvested Covered Shares shall be held by the Company, and any such certificate (and to the extent determined necessary or appropriate by the Company, any other evidence of ownership of unvested Covered Shares) shall contain the following legend:

THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES OF STOCK REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING FORFEITURE) OF THE M&T BANK CORPORATION 2005 INCENTIVE COMPENSATION PLAN AND A RESTRICTED STOCK AWARD AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER HEREOF AND M&T BANK CORPORATION. COPIES OF SUCH PLAN AND AGREEMENT ARE ON FILE IN THE OFFICES OF M&T BANK CORPORATION.

As soon as administratively feasible after the vesting of Covered Shares (or any portion thereof) and the Grantee's payment of any applicable taxes, the Company will deliver to the Grantee evidence of the Grantee's ownership (by book entry or certificate) of the Covered Shares that have vested and for which any applicable taxes have been paid, without the aforesaid legend.

7. Taxes.

(a) Vesting. The Grantee expressly acknowledges that the vesting of Covered Shares acquired under this Restricted Stock Award will give rise to ordinary income that is subject to tax withholding. The amount of income realized will be the Fair Market Value of the Covered Shares upon vesting when the substantial risk of forfeiture lapses.

(b) Withholding. The Company's obligation to issue or deliver shares of Common Stock upon the vesting of Covered Shares that are free of restrictions shall be subject to the satisfaction of any applicable federal, state, local or foreign tax withholding requirements (including the Grantee's FICA obligation). The Grantee may satisfy any such withholding obligation by any of the following means or by a combination of such means: (a) tendering a cash payment; (b) authorizing the Company or the Third Party Administrator to cancel or sell shares of Common Stock otherwise issuable to the Grantee upon vesting of Covered Shares; or (c) delivering to the Company or the Third Party Administrator Previously-Acquired Shares. For purposes of this Paragraph 7(b), shares of Common Stock that are cancelled, sold and/or delivered to satisfy applicable withholding taxes shall be valued at their Fair Market Value on the date the withholding tax obligation arises.

(c) Section 83(b) Election. The Grantee may elect, within thirty (30) days of the Date of Grant, under Section 83(b) of the Code, to recognize income at the time the Restricted Stock Award is made. If the Grantee makes a Section 83(b) election, the Grantee must pay tax withholding based on the Fair Market Value of the Covered Shares on the Date of Grant. If the Covered Shares (or a portion thereof) are subsequently forfeited, the taxes paid are forfeited, and the Grantee may not claim a loss with respect to the income recognized or on the Covered Shares forfeited.

8. Restriction on Issuance of Covered Shares. Notwithstanding any other provision of this Agreement, the Grantee agrees, for himself or herself and his or her successors, that the Covered Shares will not be issued at any time that the Company does not have in effect a registration statement under the Securities Act of 1933, as amended, relating to the offer of Common Stock to the Grantee under the Plan, unless the Company agrees to permit such issuance. The Grantee further agrees, for himself or herself and his or her successors, that, upon the issuance of any Covered Shares, he or she will, upon the request of the Company, agree in writing that he or she is acquiring such shares for investment only and not with a view to resale, and that he or she will not sell, pledge or otherwise dispose of such shares so issued unless and until (a) the Company is furnished with an opinion of counsel to the effect that registration of such shares pursuant to the Securities Act of 1933, as amended, is not required by that Act and the rules and regulations thereunder; (b) the staff of the Securities and Exchange Commission has issued a "no-action" letter with respect to such disposition; or (c) such registration or notification as is, in the opinion of counsel for the Company, required for the lawful disposition of such shares has been filed by the Company and has become effective; provided, however, that the Company is not obligated hereby to file any such registration or notification. The Grantee further agrees that the Company may place a legend embodying such restriction on the certificates evidencing such shares.

9. Employment. Neither the Restricted Stock Award evidenced by this Agreement nor any term or provision of this Agreement shall constitute or be evidence of any understanding, express or implied, on the part of the Company or any of its Affiliates to employ the Grantee for any period. Whenever reference is made in this Agreement to the employment of the Grantee, it means employment by the Company or an Affiliate.

10. Subject to the Plan. The Restricted Stock Award evidenced by this Agreement are subject to the terms and conditions of the Plan, which are incorporated herein by reference and made a part hereof, but the terms of the Plan shall not be considered an enlargement of any benefits under this Agreement. In addition, the Restricted Stock Award is subject to any rules and regulations promulgated by the Committee.

11. Governing Law. The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws of the State of New York without giving effect to the principles of conflicts of laws.

August 10, 2005

M&T Bank Corporation  
One M&T Plaza  
Buffalo, New York 14240

Ladies and Gentlemen:

Reference is made to the Registration Statement on Form S-8 ("Registration Statement") of M&T Bank Corporation (the "Corporation") related to the registration of 8,702,379 shares of the Corporation's common stock, par value \$0.50 per share ("Common Stock"), which are to be offered or sold pursuant to the M&T Bank Corporation 2005 Incentive Compensation Plan (the "Plan"). I have been requested to furnish an opinion to be included as Exhibit 5 to the Registration Statement. In conjunction with the furnishing of this opinion, I or attorneys under my supervision have examined such corporate documents and have made such investigation of matters of fact and law as I have deemed necessary to render this opinion.

This opinion is limited to matters governed by the Federal laws of the United States of America and the Business Corporation Law of the State of New York. I am not admitted to practice law in the State of New York. This opinion speaks as of today's date and is limited to present statutes, regulations and judicial interpretations. In rendering this opinion, I assume no obligation to revise or supplement this opinion should present laws, regulations or judicial interpretations be changed by legislative or regulatory action, judicial decision or otherwise.

Based upon such examination and investigation, and upon the assumption that there will be no material changes in the documents examined and matters investigated and that at the time of issuance there will be authorized but unissued shares of Common Stock available to the Corporation in sufficient amounts, I am of the opinion that the 8,702,379 shares of Common Stock referred to above have been duly authorized by the Corporation and that, when issued in accordance with the terms of the Plan, will be validly issued, fully paid and non-assessable.

I consent to the filing of this opinion as Exhibit 5 to the Registration Statement.

This letter does not address any matters other than those expressly addressed herein. This letter is given for your sole benefit and use. No one else is entitled to rely hereupon.

Very truly yours,

/s/ Mark W. Yonkman

Mark W. Yonkman  
Senior Vice President and General Counsel

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 17, 2005 relating to the financial statements, management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting, which appears in M&T Bank Corporation's Annual Report on Form 10-K for the year ended December 31, 2004.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP  
Buffalo, New York  
August 10, 2005

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and/or officers of M&T Bank Corporation, a corporation organized under the laws of the State of New York (the "Corporation"), hereby constitutes and appoints Robert G. Wilmers, Michael P. Pinto, Mark W. Yonkman and Brian R. Yoshida, and each of them (with full power to each of them to act alone), his or her true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution, for him or her and on his or her behalf and in his or her name, place and stead, in any and all capacities, to sign, execute and to affix his or her seal to and file with the U.S. Securities and Exchange Commission (or any other governmental or regulatory authority) a Registration Statement on Form S-8 (or any other appropriate form), and any and all amendments (including post-effective amendments) thereto, with all exhibits and any and all documents required to be filed with respect thereto, relating to the registration under the Securities Act of 1933, as amended, of shares of the Corporation's common stock, par value \$0.50 per share, to be issued or sold pursuant to the M&T Bank Corporation 2005 Incentive Compensation Plan, granting unto said attorneys, and each of them, full power and authority to do and to perform each and every act and thing requisite and necessary to be done in order to effectuate the same as fully to all intents and purposes as he himself or she herself might or could do if personally present, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, each of the undersigned directors and/or officers has hereunto set his or her hand as of the date specified.

Dated: February 15, 2005

/s/ Robert G. Wilmers  
Robert G. Wilmers

Chairman of the Board, President and Chief  
Executive Officer and Director

/s/ Michael P. Pinto  
Michael P. Pinto

Executive Vice President, Chief Financial  
Officer and Director

/s/ Michael R. Spychala  
Michael R. Spychala

Senior Vice President and Controller

William F. Allyn

Director

/s/ Brent D. Baird  
Brent D. Baird

Director

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<u>/s/ Robert J. Bennett</u> Robert J. Bennett	Director
<u>/s/ C. Angela Bontempo</u> C. Angela Bontempo	Director
<u>Robert T. Brady</u>	Director
<u>/s/ Emerson L. Brumback</u> Emerson L. Brumback	Director
<u>/s/ Michael D. Buckley</u> Michael D. Buckley	Director
<u>/s/ Patrick J. Callan</u> Patrick J. Callan	Director
<u>/s/ R. Carlos Carballada</u> R. Carlos Carballada	Director
<u>T. Jefferson Cunningham III</u>	Director
<u>/s/ Richard E. Garman</u> Richard E. Garman	Director
<u>/s/ Derek C. Hathaway</u> Derek C. Hathaway	Director
<u>Daniel R. Hawbaker</u>	Director

<u>/s/ Patrick W.E. Hodgson</u> Patrick W.E. Hodgson	Director
<u>/s/ Gary Kennedy</u> Gary Kennedy	Director
<u>/s/ Richard G. King</u> Richard G. King	Director
<u>/s/ Reginald B. Newman, II</u> Reginald B. Newman, II	Director
<u>/s/ Jorge G. Pereira</u> Jorge G. Pereira	Vice Chairman and Director
<u>/s/ Robert E. Sadler, Jr.</u> Robert E. Sadler, Jr.	Director
<u>Eugene J. Sheehy</u>	Director
<u>/s/ Stephen G. Sheetz</u> Stephen G. Sheetz	Director
<u>/s/ Herbert L. Washington</u> Herbert L. Washington	Director