

Registration No. 333-\_\_\_\_\_

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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

FIRST EMPIRE STATE CORPORATION  
(Exact name of registrant as specified in its charter)

NEW YORK

16-0968385

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

ONE M&T PLAZA  
BUFFALO, NEW YORK

14240

(Address of Principal Executive Offices)

(Zip Code)

FIRST EMPIRE STATE CORPORATION  
DEFERRED BONUS PLAN  
(Full title of the Plan)

RICHARD A. LAMMERT, ESQ.  
SENIOR VICE PRESIDENT AND GENERAL COUNSEL  
FIRST EMPIRE STATE CORPORATION  
ONE M&T PLAZA  
BUFFALO, NEW YORK 14240  
(716) 842-5390  
(Name, address, including zip code, and telephone number, including area code, of agent for service)

COPY TO:  
STEVEN KAPLAN, ESQ.  
ARNOLD & PORTER  
555 TWELFTH STREET, N.W.  
WASHINGTON, D.C. 20004  
(202) 942-5998

Calculation Of Registration Fee

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, Par value \$5.00	15,000 Shares (1)	\$438.00	\$6,570,000	\$1939.00
Deferred Compensation Obligations (3)	\$3,700,000	N/A	\$3,700,000	\$1092.00

(1) Includes Deferred Compensation Obligations of First Empire State Corporation with respect to such shares of Common Stock.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Securities Act Rule 457(h), and on the basis of the average of the high and low sale prices of the Registrant's Common Stock on the American Stock Exchange on December 19, 1997, which date is within 5 business days prior to the date of the filing of this Registration Statement.

(3) Represents other unsecured Deferred Compensation Obligations of First Empire State Corporation to pay deferred compensation in the future in accordance with the terms of the First Empire State Corporation Deferred Bonus Plan that will not be settled in shares of Common Stock.

## INTRODUCTION

First Empire State Corporation (the "Corporation" or the "Registrant") is filing this Registration Statement to register shares of First Empire Common Stock, \$5.00 par value per share ("Common Stock"), that may be issued pursuant to the First Empire State Corporation Deferred Bonus Plan and also because of the uncertainty as to whether the Deferred Compensation Obligations would or should be considered "securities" or be subject to registration under the Securities Act of 1933, as amended ("Securities Act"). The filing of this Registration Statement is not an admission by the Registrant that the Deferred Compensation Obligations are securities or are subject to the registration requirements of the Securities Act.

## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Securities and Exchange Commission (the "Commission") are hereby incorporated herein by reference:

- (i) Annual Report on Form 10-K for the year ended December 31, 1996;
- (ii) Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 1997, June 30, 1997 and September 30, 1997; and
- (iii) Current Reports on Form 8-K dated January 9, 1997, January 31, 1997, February 19, 1997, June 6, 1997, June 24, 1997 and October 28, 1997; and
- (iv) The description of the Corporation's Common Stock contained in the Corporation's Registration Statement, pursuant to Section 12 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), and any amendment or report filed for the purpose of updating such description.

All documents filed by the Corporation pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all of the securities offered hereby have been sold or which withdraws from registration such securities then remaining unsold shall be deemed to be incorporated in this Registration Statement by reference and to 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 herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

#### Item 4. Description of Securities.

This Registration Statement relates to both the First Empire State Corporation Common Stock and the deferred compensation obligations ("Deferred Compensation Obligations") provided under the First Empire State Corporation Deferred Bonus Plan (the "Plan"). The Common Stock is described in the document incorporated by reference (see Item 3 (iv)).

Set forth below is a summary of the \$3,700,000 in Deferred Compensation Obligations created pursuant to the Plan as amended and restated, effective January 1, 1998, and registered under this Registration Statement.

Certain employees of the Corporation and its subsidiaries (hereinafter, the "Employer") are permitted to defer certain annual incentive awards pursuant to the Plan. When an employee ("Participant") makes a deferral election under the Plan, the Employer retains the amount deferred and credits the value of such amount by book entry into a Participant's designated account maintained under the Plan for the employee by the Employer. Participants may choose from a variety of investment indices that credit earnings or losses to the Participant's deferral accounts based on the return of the investment funds available under the First Empire Corporation Retirement Savings Plan. The Employer then assumes the Deferred Compensation Obligations which are general, unsecured obligations to pay the employee in the future the deferred amount in cash or, as described in the following paragraph, in Common Stock, in either case in accordance with the terms of the Plan under which compensation or awards were deferred, as adjusted during the deferred period, and in accordance with applicable investment measures as selected by the Participant.

The Plan provides that employees of the Corporation and its affiliates who elect to use the Corporation's Common Stock as a deferral investment measure for some or all of their deferral accounts under the Plan will be paid the deferral balances as to such deferred amounts using such measure in Common Stock rather than in cash. The number of shares to be paid will be that number that equals the deferred amount using the Common Stock as the deferral investment measure on the effective date of the deferral, divided by the closing price of the Common Stock on the American Stock Exchange on the effective date of the deferral, plus the number of shares that represents reinvested dividends on the number of shares allocated to the Participant's deferral account.

The Plan is unfunded, and payment of the Deferred Compensation Obligations is made from the general assets of the Employer. Each Participant is a general unsecured creditor of the Employer with a claim against the Employer for the amount he or she has deferred, as adjusted during the deferral period in accordance with applicable investment measures as selected by the Participant. The Deferred Compensation Obligations are unsecured general obligations of the Employer and rank pari passu with other unsecured and unsubordinated indebtedness of the Employer from time to time outstanding.

The Corporation in its sole discretion determines the investment measures available under the Plan. Each Participant may elect to allocate his or her account among the available measures and may change the allocation in accordance with the terms of the Plan. Account balances are adjusted as though actually invested in the investments used as measures, but no investment of funds outside the Corporation occurs.

Participants may not assign or transfer the Deferred Compensation Obligations, other than by designating a beneficiary or beneficiaries to receive payment if a Participant dies before receiving full payment of the amount credited to his or her account, and the Deferred Compensation Obligations shall not be subject to alienation, encumbrance, garnishment, attachment, execution or levy of any kind, voluntary or involuntary, except when, where and if compelled by applicable law.

Payment of Deferred Compensation Obligations generally is made at the time and in the manner elected by Participants at the time of the deferral election as permitted by the Plan. Payment elections may not be changed. If a Participant terminates employment with the Employer other than by reason of death, disability or retirement, the value of such Participant's account ordinarily will be distributed to the Participant in accordance with the terms of the Plan. At the discretion of the Plan Administrator, under certain circumstances, all or a portion of the value of a Participant's account may be distributed earlier than originally elected.

The Employee Benefit Plan Committee of Manufacturers and Traders Trust Company, a subsidiary of the corporation, has been designated the Plan Administrator by the Corporation's Board of Directors.

The Plan Administrator has all such powers as may be necessary to discharge its duties relative to administration of this Plan, including full discretionary authority to interpret the Plan, to establish rules and regulations relating to the Plan, and to make all other determinations and take all other actions necessary or appropriate for the proper administration of the Plan. The Plan may be amended or terminated at any time and from time to time, except that no such amendment may adversely affect a Participant's rights with respect to outstanding Deferred Compensation Obligations credited to a Participant's account as of the date of such amendment or termination without prior consent by the Participant.

Item 5. Interests of Named Experts and Counsel.

The validity of the securities of the Corporation being registered hereby has been passed upon by Richard A. Lammert, Esq., General Counsel to the Company. As of the close of business on December 16, 1997, Mr. Lammert was the beneficial owner of 5,691 shares of Common Stock; he held unexercised options granted under the Corporation's 1983 Stock Option Plan to purchase 9,000 shares of Common Stock; and he was entitled to the payment of Deferred Compensation Obligations equal to 224 shares of Common Stock.

The financial statements incorporated in this Registration Statement by reference to the Annual Report on Form 10-K of First Empire State Corporation for the year ended December 31, 1996 have been so incorporated in reliance on the report of Price Waterhouse LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

Documents incorporated herein by reference in the future will include financial statements, related schedules (if required) and independent auditors' reports, which financial statements and schedules will have been audited to the extent and for the periods set forth in such reports by the firm or firms rendering such reports, and, to the extent so audited and consent to incorporation by reference is given, will be incorporated herein by reference.

Item 6. Indemnification of Directors and Officers.

Sections 722-725 of the New York Business Corporation Law permit the indemnification of any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, other than an action brought by or in the right of the corporation, by reason of the fact that such person is or was a director or officer of the corporation or was serving in any capacity for another enterprise at the request of the corporation, against judgments, fines, amounts paid in settlement and reasonable expenses (including attorneys' fees) actually and reasonably incurred as a result of such action or proceeding, provided such person acted in good faith and for a purpose he or she reasonably believed to be in, or in the case of service for another enterprise, not opposed to, the best interests of the corporation.

With respect to a proceeding by or in the right of the corporation, such person may be indemnified against amounts paid in settlement and reasonable expenses (including attorneys' fees) if he or she acted in good faith and for a purpose he or she reasonably believed to be in, or in the case of service for another enterprise, not opposed to, the best interests of the corporation. The statute provides, however, that no indemnification is allowed with respect to a threatened action, pending action which is settled or otherwise disposed of, or as to any person who is adjudged liable to the corporation, unless and only to the extent that the court, upon application, determines that such person is entitled to indemnification under the circumstances.

The Bylaws of the Corporation provide that directors and officers shall be indemnified to the fullest extent permitted by the New York Business Corporation Law or any other applicable law provided, however, that a director or officer shall be indemnified with respect to any action or proceeding (or part thereof) initiated by any such director or officer only if such action or proceeding (or part thereof) was authorized by the board of directors. In addition, the Corporation's Restated Certificate of Incorporation provides that as to any act or omission occurring after May 7, 1997, a director of the Corporation shall, to the maximum extent permitted by the laws of the State of New York, have no personal liability to the Corporation or any of its stockholders for damages that may arise from any breach of duty as a director.

The Corporation has purchased insurance insuring officers and directors of the Corporation against certain liabilities incurred in their capacities as such to insure the Corporation against payments which it is obligated to make to such persons under the foregoing indemnification provisions. Such liabilities could include liabilities arising under the Securities Act.

The foregoing descriptions are general summaries only. Reference is made to the full text of the Corporation's Restated Certificate of Incorporation and Bylaws incorporated herein by reference.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The exhibits listed on the Index of Exhibits of this Registration Statement are filed herewith or are incorporated herein by reference to other filings.

Item 9. Undertakings.

The undersigned Registrant hereby undertakes:

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

- (ii) 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.
- (iii) 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 paragraphs (i) and (ii) 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 the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement;

2. That, for the purpose of determining any liability under the Securities Act, 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, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the 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; and
5. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant 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 the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant 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, the Registrant 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, the Registrant 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 December 24, 1997.

FIRST EMPIRE STATE CORPORATION

By: /s/ Michael P. Pinto  
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Michael P. Pinto  
Executive Vice President and  
Chief Financial Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities indicated on December 24, 1997.

Signature -----	Title -----
* ----- Robert G. Wilmers	Director, Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)
* ----- Michael P. Pinto	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
* ----- Michael R. Spychola	Administrative Vice President, Controller and Assistant Secretary (Principal Accounting Officer)
* ----- Brent D. Baird	Director



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John H. Benisch

Director

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C. Angela Bontempo

Director

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Robert T. Brady

Director

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Patrick J. Callan

Director

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Richard E. Garman

Director

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James V. Glynn

Director

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Roy M. Goodman

Director

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Patrick W.E. Hodgson

Director

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Samuel T. Hubbard, Jr.

Director

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Lambros J. Lambros Director

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Wilfred J. Larson Director

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Jorge G. Pereira Director

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Raymond D. Stevens, Jr. Director

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Herbert L. Washington Director

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John L. Wehle, Jr. Director

By: /s/ Richard A Lammert  
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Richard A. Lammert  
(Attorney-in-Fact)

Pursuant to the requirements of the Securities Act of 1933, the Employee Benefit Plan Committee which administers the First Empire State Corporation Deferred Bonus Plan 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 December 23, 1997.

/s/ Mark J. Czarnecki

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Mark J. Czarnecki

/s/ James L. Hoffman

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James L. Hoffman

/s/ Ray E. Logan

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Ray E. Logan

/s/ Michael P. Pinto

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Michael P. Pinto

/s/ Robert E. Sadler, Jr.

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Robert E. Sadler, Jr.

INDEX OF EXHIBITS

- Exhibit 4.1 First Empire State Corporation Deferred Bonus Plan, effective January 1, 1998, filed herewith.
- Exhibit 5 Opinion of Richard A. Lammert with respect to the legality of the Common Stock and Deferred Compensation Obligations being registered, filed herewith.
- Exhibit 23.1 Consent of Price Waterhouse LLP, Independent Auditors and Accountants, filed herewith.
- Exhibit 23.2 Consent of Richard A. Lammert, contained in his opinion filed as Exhibit 5 hereto.
- Exhibit 24 Powers of Attorney of certain officers and directors of the Corporation, filed herewith.

FIRST EMPIRE STATE CORPORATION  
DEFERRED BONUS PLAN  
(Amended and Restated effective January 1, 1998)

ARTICLE I

INTENT

This First Empire State Corporation Deferred Bonus Plan was established, effective January 1, 1984, for the benefit of certain employees of certain affiliates of First Empire State Corporation. The Plan is intended to qualify as a plan described in Section 201(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and is maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

ARTICLE II

DEFINITIONS

When used in this Plan, the following terms shall have the following meanings:

2.1 "Account" means the account maintained for a Participant pursuant to Article IV hereof.

2.2 "Beneficiary" means the person or persons designated by a Participant pursuant to Article VI hereof to receive any benefit payable pursuant to Section 5.1 hereof upon the Participant's death.

2.3 "Bank" means Manufacturers and Traders Trust Company and its successors by merger, sale of assets or otherwise.

2.4 "Board" means the board of directors of First Empire State Corporation.

2.5 "Bonus" means an Eligible Employee's award under an Incentive Plan.

2.6 "Deemed Earnings" means the income earned or loss incurred with respect to a Participant's Deemed Investment Portfolio. The Deemed Earnings with respect to each investment option in a Deemed Investment Portfolio shall be determined on the basis of the total actual return on such investment option in the First Empire State Corporation Retirement Savings Plan for the period in question or, in the

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case of a First Empire Stock Deemed Investment Account, on the basis of the number of shares of First Empire Common Stock that would represent reinvested dividends on the shares credited to such First Empire Stock Deemed Investment Account for the period in question.

2.7 "Deemed Investment Portfolio" means the hypothetical portfolio designated by a Participant from among (a) the investment options offered under the First Empire State Corporation Retirement Savings Plan, excluding the First Empire State Corporation Stock Fund offered thereunder, and (b) shares of First Empire Common Stock.

2.8 "Deferred Bonus Election" means an election made pursuant to Section 3.1(a) hereof.

2.9 "Deferred Bonus" means that portion of a Bonus the payment of which is deferred by a Participant under this Plan.

2.10 "Deferred Bonus Agreement" means the written agreement entered into between a Participant and his Employer pursuant to which

the Participant elects to defer payment of a specified portion of his Bonus in accordance with the terms of this Plan and such agreement.

2.11 "Eligible Employee" means an individual who is an employee of an Employer, who is eligible to participate in an Incentive Plan and who is designated by the Plan Administrator as eligible to participate in this Plan.

2.12 "Employer" means First Empire State Corporation and each of its affiliates, any of whose employees are eligible to participate in an Incentive Plan.

2.13 "Financial Hardship" means a financial hardship of a Participant.

2.14 "First Empire Common Stock" means the Common Stock, par value \$5.00 per share, of First Empire State Corporation.

2.15 "First Empire Stock Deemed Investment Account" means that portion of an Account consisting of hypothetical shares of First Empire Common Stock.

2.16 "Incentive Plan" means the First Empire State Corporation Incentive Plan and such other incentive plans of First Empire State Corporation or its subsidiaries as the Plan Administrator may designate.

2.17 "Participant" means an Eligible Employee who has deferred a portion of his Bonus pursuant to a Deferred Compensation Agreement and the terms of this Plan.

2.18 "Plan" means this First Empire State Corporation Deferred Bonus Plan, as set forth herein and amended from time to time.

2.19 "Plan Administrator" means such person or committee as may be designated by the Board to serve as such under this Plan.

2.20 "Retirement" means the earliest of a Participant's (a) normal retirement, early retirement or disability retirement under the First Empire State Corporation Retirement Plan, (b) death or (c) 65th birthday.

2.21 "Revaluation Date" means the last day of each calendar quarter and such other dates as may be designated by the Plan Administrator.

### ARTICLE III

#### DEFERRAL OF BONUS

##### 3.1 Deferred Bonus Elections.

(a) An Eligible Employee, by executing a Deferred Bonus Agreement, may elect to defer all or any portion of his Bonus.

(b) An Eligible Employee must make his Deferral Election for a Bonus payable with respect to a calendar year on or before October 31 of that calendar year.

##### 3.2 Deferred Bonus Agreements.

(a) A Deferred Bonus Election pursuant to this Plan shall be made pursuant to a written Deferred Bonus Agreement between the Eligible Employee and his Employer.

(b) A Participant's Deferred Bonus Agreement shall specify whether the Deferred Bonus thereunder (and Deemed Earnings thereon) shall be paid in a single lump-sum payment or in annual installments payable over five, ten or 20 years.

(c) A Participant's Deferred Bonus Agreement shall specify whether the Deferred Bonus thereunder (and Deemed Earnings thereon) shall be paid (or shall commence to

be paid) at (i) Retirement or (ii) on a date selected by the Participant from among any one of the first 20 anniversaries of the date on which the Deferred Bonus would have been paid absent the Deferred Bonus Election.

#### ARTICLE IV

##### ACCOUNTS

4.1 Maintenance of Accounts. The Plan Administrator shall establish a bookkeeping account (an "Account") for each Participant. As of the first day of the month in which a Deferred Bonus would have been paid to the Participant absent a Deferred Bonus Election, the amount of such Deferred Bonus shall be credited to such Participant's Account.

4.2 Deemed Earnings. As of each Revaluation Date, a Participant's Account shall be adjusted for Deemed Earnings since the preceding Revaluation Date. Where a Deferred Bonus is credited to an Account other than on a Revaluation Date, Deemed Earnings on the amount of such Deferred Bonus for the period from the date of such credit until the next succeeding Revaluation Date shall be a pro rata portion of Deemed Earnings on an equivalent amount for the period between the Revaluation Dates immediately preceding and succeeding the date of such credit, calculated by reference to the number of days in each period, except that Deemed Earnings on a First Empire Stock Deemed Investment Account shall be based on the actual dates of dividend payments on First Empire Common Stock.

4.3 Deemed Investment Portfolio. In his Deferred Bonus Agreement, a Participant shall designate a Deemed Investment Portfolio, and shall allocate his Deferred Bonus among the investment options offered for inclusion in the Deemed Investment Portfolio in integral multiples of 5 percent. A Participant may change such allocation on a calendar quarterly basis by submitting a written form to the Plan Administrator prior to the first day of such calendar quarter; provided, however, that a Participant may not change a prior allocation to his First Empire Stock Deemed Investment Account other than to add to such Account.

4.4 Separate Accounting. Within a Participant's Account, the Plan Administrator shall account separately for each of the Participant's Deferred Bonuses.

4.5 First Empire Stock Deemed Investment Account. A Participant's First Empire Stock Deemed Investment Account shall be credited with the number of hypothetical shares of



First Empire Common Stock that equals the portion of the Deferred Bonus as to which the Participant elected a hypothetical investment in such shares, divided by the closing price of a share of First Empire Common Stock on the American Stock Exchange (or such other principal securities exchange on which the shares of Common Stock are traded if such shares are no longer traded on the American Stock Exchange) on the effective date of the deferral, which shall be the date on which the Deferred Bonus would have been paid had it not been deferred, plus Deemed Earnings thereon. In the event of any change in corporate capital capitalization, such as a stock split, or a corporate transaction, such as any merger, consolidation, separation, including a spin-off, or other distribution of stock or property of the Employer, any reorganization (whether or not such reorganization comes within the definition of such term in Internal Revenue Code Section 368) or any partial or complete liquidation of the Employer, such adjustment shall be made in the number and class of hypothetical shares of First Empire Common Stock held in a Participant's First Empire Stock Deemed Investment Account as may be determined to be appropriate and equitable by the Plan Administrator in its sole discretion.

#### ARTICLE V

##### PAYMENT OF BENEFITS

5.1 General Rule. Except as provided in the following sentence or in Section 5.2 hereof, a Participant (or, in the event of the Participant's death, his Beneficiary) shall receive (or begin to receive) payment of the amount standing to the Participant's Account as of the Revaluation Date or Dates next following the time or times elected in the Participant's Deferred Bonus Agreement or Agreements and shall receive such payment or payments in the form or forms elected in such Agreement or Agreements. If, however, a Participant terminates his employment with the Employer for any reason other than Retirement, the Plan Administrator, in its discretion, may direct that, rather than payment pursuant to the preceding sentence, a single payment shall be made of the amount standing to the Participant's Account as of any earlier Revaluation Date.

5.2 Hardship Withdrawals. In the event of Financial Hardship, a Participant may request a distribution of all or a portion of the amount standing to his Account. The determination of whether a Participant has incurred a Financial Hardship shall be made by the Plan Administrator. The Participant shall determine against which Deferred Bonus

or Bonuses (and Deemed Earnings thereon) a withdrawal pursuant to this Section 5.2 shall be charged.

5.3 Payment. The payment to a Participant with respect to a Deferred Bonus (and Deemed Earnings thereon) shall be made in cash by the Participant's last Employer in the year with respect to which the Bonus deferred was payable; provided, however, that (a) if such Employer is owned directly or indirectly by a bank, the payment shall be made by such bank and (b) payment from a Participant's First Empire Stock Deemed Investment Account shall be made in First Empire Common Stock (except to the extent that payment in First Empire Common Stock would result in a fractional share, in which case the amount that would constitute a fractional share shall be paid in cash, based on the closing price of a share of First Empire Common Stock on the American Stock Exchange, or such other principal securities exchange on which the shares of Common Stock are traded if such shares are no longer traded on the American Stock Exchange, on the Revaluation Date immediately preceding the date of payment). Payments of a Participant Account which (x) is not being paid in a single payment and (y) contains a First Empire Stock Deemed Investment Account as well as other amounts in the Account, shall be made in both cash and First Empire Common Stock pro rata in accordance with the values of the Participant's First Empire Stock Deemed Investment Account and the balance of the Participant's Account.

5.4 Tax Withholding. The Plan Administrator may make such provisions and take such steps as it may deem necessary or appropriate for the withholding by the Employers of all Federal, state, local or other taxes required by law to be withheld with respect to deferrals and payments under this Plan, including, without limitation, in the discretion of the Plan Administrator, (a) requiring the Participant (or Beneficiary, as the case may be) to pay, or provide for payment of, the amount of any such taxes, (b) deducting any such taxes from any amount otherwise payable to the Participant or Beneficiary in cash, including amounts payable under this Plan, or (c) reducing the number of shares of First Empire Common Stock otherwise payable under this Plan by an amount (based on the closing price of such shares on the Revaluation Date immediately preceding the date the shares would otherwise have been paid) equal to the amount of any such taxes.

ARTICLE VI

BENEFICIARIES

Each Participant may designate from time to time any person or persons, natural or otherwise, as his Beneficiary or Beneficiaries to whom benefits under Section 5.1 are to be paid in the event of his death. Each Beneficiary designation shall be made either in the Deferred Bonus Agreement or on a form provided by the Plan Administrator and shall be effective only when filed with the Plan Administrator during the Participant's lifetime. Each Beneficiary designation filed with the Plan Administrator shall revoke all Beneficiary designations previously made by the Participant. The revocation of a Beneficiary designation shall not require the consent of any designated Beneficiary. Payment to a Beneficiary shall be made in the form or forms elected in the Participant's Deferred Bonus Agreement or Agreements, provided that such payment shall be made in a single payment if a request for such a single payment is made by the Beneficiary and approved by the Plan Administrator.

ARTICLE VII

ADMINISTRATION

7.1 General. The Plan Administrator shall be charged with the administration of this Plan. The Plan Administrator shall have all such powers as may be necessary to discharge its duties relative to the administration of this Plan, including by way of illustration and not limitation, discretionary authority to interpret and construe this Plan, to decide any dispute arising hereunder, to determine the right of any individual with respect to participation herein, to determine the right of any Participant with respect to benefits payable under this Plan and to adopt, alter and repeal such administrative rules, regulations and practices governing the operation of this Plan as it, in its sole discretion, may from time to time deem advisable. The Plan Administrator shall not be liable to any person for any action taken or omitted in connection with the interpretation and administration of this Plan unless attributable to willful misconduct or lack of good faith. The Plan Administrator shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by the Plan Administrator or an Employer with respect to this Plan. The Plan Administrator, if an individual, or the members thereof if the Plan Administrator

is a Committee, shall not participate in any action or determination regarding solely his or their own benefits payable hereunder. Except as provided in Section 7.3 hereof, decisions of the Plan Administrator made in good faith shall be final, conclusive and binding upon all parties.

7.2 Claims Procedure. Whenever the Plan Administrator denies, in whole or in part, a claim for benefits filed by any person (hereinafter referred to as a "Claimant"), the Plan Administrator shall transmit a written notice setting forth, in a manner calculated to be understood by the Claimant, a statement of the specific reasons for the denial of the claim, references to the specific provisions of this Plan on which the denial is based, a description of any additional needed material or information and why such material or information is necessary, and an explanation of the claims review procedure as set forth herein. In addition, the written notice shall contain the date on which the notice was sent and a statement advising the Claimant that, within 90 days of the date on which such notice is received, he may obtain review of the Plan Administrator's decision.

7.3 Review Procedure. Within 90 days of the date on which the notice of denial of claim is received by the Claimant, the Claimant or his authorized representative may request that the claim denial be reviewed by filing with the Plan Administrator a written request therefor, which request shall contain the following information:

(a) the date on which the notice of denial of claim was received by the Claimant;

(b) the date on which the Claimant's request was filed with the Plan Administrator; provided, however, that the date on which the Claimant's request for review was in fact filed with the Plan Administrator shall control in the event that the date of the actual filing is later than the date stated by the Claimant pursuant to this clause (b);

(c) the specific portions of the denial of his claim which the Claimant requests the Plan Administrator to review;

(d) a statement by the Claimant setting forth the basis upon which he believes the Plan Administrator should reverse its previous denial of his claim for benefits and accept his claim as made; and

(e) any written material (included as exhibits) which the Claimant desires the Plan Administrator to examine in its consideration of his position as stated pursuant to clause (d).

Within 60 days of the date determined pursuant to clause (b) (or, if special circumstances require an extension of time, within 120 days of such date), the Plan Administrator shall conduct a full and fair review of the decision denying the Claimant's claim for benefits and shall deliver, to the Claimant in writing, its decision. Such written decision shall set forth, in a manner calculated to be understood by the Claimant, a statement of the specific reasons for the decision, including references to the specific provisions of this Plan which were relied upon. The decision will be final and binding on all persons concerned.

#### ARTICLE VIII AMENDMENT AND TERMINATION

8.1 Power to Amend or Terminate. First Empire State Corporation expects to continue this Plan indefinitely, but reserves the right to amend or terminate this Plan at any time, if, in its sole judgment, such amendment or termination is necessary or desirable. Any such amendment or termination shall be made in writing by the Board or its designee, if applicable, and shall be effective as of the date specified in such document. No amendment or termination of this Plan shall directly or indirectly deprive any Participant or Beneficiary of all or any portion of the amounts previously credited to the Participant's Account. In the event of a termination of this Plan, First Empire State Corporation (or any transferee, purchaser or successor entity) may elect, in its discretion, either to have the Employers make a single payment, at the time of such termination, of the Account balances on such date to Participants and Beneficiaries or to have the Employers make payments to such individuals at such time or times as provided under the terms of this Plan.

8.2 Successor. This Plan shall not be automatically terminated by a transfer or sale of an Employer or by the merger or consolidation of an Employer into or with any other corporation or other entity, but it shall be continued with respect to such Employer or its successor after such sale, merger or consolidation only if and to the extent that the transferee, purchaser or successor entity agrees to continue this Plan. In the event this Plan is not continued with respect to such Employer or its successor by the transferee, purchaser or successor entity, then it shall terminate with

respect to such Employer or its successor subject to the provisions of Section 8.1 hereof.

ARTICLE IX  
MISCELLANEOUS

9.1 No Effect on Employment Rights. Nothing contained herein will confer upon any Participant the right to be retained in the service of an Employer nor limit the right of an Employer to discharge or otherwise deal with Participants without regard to the existence of this Plan.

9.2 Plan Unfunded. Notwithstanding any provision herein to the contrary, the benefits offered hereunder shall constitute nothing more than unfunded, unsecured promises by each Employer to pay the amounts that such Employer is obligated to pay under this Plan. No provision shall at any time be made with respect to segregating any assets of any Employer for payment of any amounts hereunder. No Participant, Beneficiary or any other person shall have any interest in any particular assets of the Employers by reason of the right to receive a benefit under this Plan, and any such Participant, Beneficiary or other person shall have only the rights of a general unsecured creditor of the Employer obligated to make payments to the Participant under this Plan. Nothing contained in this Plan shall constitute a guaranty by the Employers or any other entity or person that the assets of any Employer will be sufficient to pay any amount hereunder. All expenses and fees incurred in the administration of this Plan shall be paid by the Employers.

9.3 Binding on Employers, Employees and Their Successors. This Plan shall be binding upon and inure to the benefit of the Employers, their successors and assigns and each Participant and his heirs, executors, administrators and legal representatives. In the event of the merger or consolidation of an Employer with or into any other corporation, or in the event substantially all of the assets of an Employer shall be transferred to another corporation, the successor corporation resulting from the merger or consolidation, or the transferee of such assets, as the case may be, shall, as a condition to the consummation of the merger, consolidation or sale, assume the obligations of such Employer hereunder as of the date of such merger, consolidation or transfer and shall be substituted for such Employer hereunder.

9.4 Spendthrift Provisions. No amount payable under this Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or

charge prior to actual receipt thereof by the payee; and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge prior to such receipt shall be void; and the Employers shall not be liable in any manner for or subject to the debts, contracts, liabilities, torts or engagements of any person entitled to any benefit under this Plan.

9.5 Disclosure. Each Participant shall receive a copy of this Plan, and the Plan Administrator will make available for inspection by any Participant a copy of the rules and regulations used by the Plan Administrator in administering this Plan.

9.6 State Law. This Plan is established under and will be construed according to the laws of the State of New York to the extent that such laws are not preempted by ERISA.

9.7 Incapacity of Recipient. In the event a Participant or Beneficiary is declared incompetent and a guardian, conservator or other person legally charged with the care of his person or of his estate is appointed, any amounts to which such Participant or Beneficiary is entitled under this Plan shall be paid to such guardian, conservator or other person legally charged with the care of his person or his estate. Except as provided herein, when the Plan Administrator, in its sole discretion, determines that a Participant or Beneficiary is unable to manage his financial affairs, the Plan Administrator may direct the Employer, or Employers responsible for payment to make payments to any person for the benefit of such Participant or Beneficiary.

9.8 Unclaimed Benefit. Each Participant shall keep the Plan Administrator informed of his current address. The Plan Administrator shall not be obligated to search for the whereabouts of any person. If the location of a Participant is not made known to the Plan Administrator within three years after the date on which any payment of the Participant's benefit hereunder may be made, payment may be made as though the Participant had died at the end of the three-year period. If, within one additional year after such three-year period has elapsed, or, within three years after the actual death of a Participant, whichever occurs first, the Plan Administrator is unable to locate the Beneficiary of the Participant, the Participant and his Beneficiary shall forfeit all rights to any payments under this Plan.

9.9 Elections, Applications, Notices. Every direction, revocation or notice authorized or required hereunder shall be deemed delivered to the Employers or the Plan Administrator as the case may be: (a) on the date it is

personally delivered to the Plan Administrator (with a copy to the Bank's General Counsel) at the Bank's executive offices at Buffalo, New York or (b) three business days after it is sent by registered or certified mail, postage prepaid, addressed to the Plan Administrator (with a copy to the Bank's General Counsel) at the offices indicated above, and shall be deemed delivered to a Participant or Beneficiary: (a) on the date it is personally delivered to such individual, or (b) three business days after it is sent by registered or certified mail, postage prepaid, addressed to such individual at the last address shown for him on the records of the Employers. Any notice required hereunder may be waived by the person entitled thereto.

9.10 Severability. In the event any provision of this Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of this Plan. This Plan shall be construed and enforced as if such illegal or invalid provision had never been contained herein.

9.11 Headings. The headings of Sections of this Plan are for convenience of reference only and shall have no substantive effect on the provisions of this Plan.



December 23, 1997

First Empire State 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 First Empire State Corporation (the "Corporation") related to the registration of 15,000 shares of the Corporation's common stock, par value \$5.00 per share ("Common Stock"), and the Deferred Compensation Obligations which are to be offered or sold pursuant to the First Empire State Corporation Deferred Bonus 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 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.

Based upon such examination and investigation, and upon the assumption that there will be no material changes in the documents examined and matters investigated, I am of the opinion that:

(i) the 15,000 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 legally issued, fully paid and nonassessable; and

(ii) the Deferred Compensation Obligations, when issued by the Corporation in the manner provided pursuant to the Plan, will be valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with the terms of the Plan, subject, as to enforcement, (x) to bankruptcy, insolvency, reorganization, readjustment of debt, arrangement, moratorium, fraudulent conveyance and other laws of general applicability relating to or affecting creditor's rights generally, and (y) to general principles of equity, whether such enforcement is considered in a proceeding at equity or law.

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

Very truly yours,

/s/ Richard A. Lammert

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Richard A. Lammert, Esq.  
Senior Vice President and  
General Counsel

CONSENT OF INDEPENDENT ACCOUNTANTS  
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We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 relating to the First Empire State Corporation's Deferred Bonus Plan of our report dated January 9, 1997 appearing on page 54 of the First Empire State Corporation Annual Report on Form 10-K for the year ended December 31, 1996. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PRICE WATERHOUSE LLP

Buffalo, New York  
December 22, 1997

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and/or officer of First Empire State Corporation, a corporation organized under the laws of the State of New York, (the "Corporation"), hereby constitutes and appoints Richard A. Lammert, Timothy G. McEvoy, Catherine C. McCoy and Steven Kaplan, 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 file with the 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 authorized to be issued or sold pursuant to the Corporation's Deferred Bonus Plan, and of plan interests in such 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, the undersigned director and/or officer has hereunto set his or her hand as of the date specified.

Dated: December 19, 1997

/s/ Robert G. Wilmers

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Robert G. Wilmers

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and/or officer of First Empire State Corporation, a corporation organized under the laws of the State of New York, (the "Corporation"), hereby constitutes and appoints Richard A. Lammert, Timothy G. McEvoy, Catherine C. McCoy and Steven Kaplan, 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 file with the 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 authorized to be issued or sold pursuant to the Corporation's Deferred Bonus Plan, and of plan interests in such 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, the undersigned director and/or officer has hereunto set his or her hand as of the date specified.

Dated: December 19, 1997

/s/ Brent D. Baird

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Brent D. Baird

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and/or officer of First Empire State Corporation, a corporation organized under the laws of the State of New York, (the "Corporation"), hereby constitutes and appoints Richard A. Lammert, Timothy G. McEvoy, Catherine C. McCoy and Steven Kaplan, 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 file with the 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 authorized to be issued or sold pursuant to the Corporation's Deferred Bonus Plan, and of plan interests in such 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, the undersigned director and/or officer has hereunto set his or her hand as of the date specified.

Dated: December 19, 1997

/s/ C. Angela Bontempo

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C. Angela Bontempo

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and/or officer of First Empire State Corporation, a corporation organized under the laws of the State of New York, (the "Corporation"), hereby constitutes and appoints Richard A. Lammert, Timothy G. McEvoy, Catherine C. McCoy and Steven Kaplan, 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 file with the 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 authorized to be issued or sold pursuant to the Corporation's Deferred Bonus Plan, and of plan interests in such 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, the undersigned director and/or officer has hereunto set his or her hand as of the date specified.

Dated: December 19, 1997

/s/ Patrick J. Callan

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Patrick J. Callan

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and/or officer of First Empire State Corporation, a corporation organized under the laws of the State of New York, (the "Corporation"), hereby constitutes and appoints Richard A. Lammert, Timothy G. McEvoy, Catherine C. McCoy and Steven Kaplan, 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 file with the 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 authorized to be issued or sold pursuant to the Corporation's Deferred Bonus Plan, and of plan interests in such 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, the undersigned director and/or officer has hereunto set his or her hand as of the date specified.

Dated: December 19, 1997

/s/ Michael R. Sychola

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Michael R. Sychola

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and/or officer of First Empire State Corporation, a corporation organized under the laws of the State of New York, (the "Corporation"), hereby constitutes and appoints Richard A. Lammert, Timothy G. McEvoy, Catherine C. McCoy and Steven Kaplan, 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 file with the 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 authorized to be issued or sold pursuant to the Corporation's Deferred Bonus Plan, and of plan interests in such 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, the undersigned director and/or officer has hereunto set his or her hand as of the date specified.

Dated: December 19, 1997

/s/ Lambros J. Lambros

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Lambros J. Lambros



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and/or officer of First Empire State Corporation, a corporation organized under the laws of the State of New York, (the "Corporation"), hereby constitutes and appoints Richard A. Lammert, Timothy G. McEvoy, Catherine C. McCoy and Steven Kaplan, 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 file with the 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 authorized to be issued or sold pursuant to the Corporation's Deferred Bonus Plan, and of plan interests in such 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, the undersigned director and/or officer has hereunto set his or her hand as of the date specified.

Dated: December 19, 1997

/s/ Raymond D. Stevens, Jr.

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Raymond D. Stevens, Jr.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and/or officer of First Empire State Corporation, a corporation organized under the laws of the State of New York, (the "Corporation"), hereby constitutes and appoints Richard A. Lammert, Timothy G. McEvoy, Catherine C. McCoy and Steven Kaplan, 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 file with the 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 authorized to be issued or sold pursuant to the Corporation's Deferred Bonus Plan, and of plan interests in such 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, the undersigned director and/or officer has hereunto set his or her hand as of the date specified.

Dated: December 19, 1997

/s/ Herbert L. Washington

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Herbert L. Washington

POWER OF ATTORNEY

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

Dated: December 19, 1997

/s/ John H. Benisch

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John H. Benisch

POWER OF ATTORNEY

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

Dated: December 19, 1997

/s/ Robert T. Brady

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Robert T. Brady

POWER OF ATTORNEY

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

Dated: December 19, 1997

/s/ Richard E. Garman  
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Richard E. Garman

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and/or officer of First Empire State Corporation, a corporation organized under the laws of the State of New York, (the "Corporation"), hereby constitutes and appoints Richard A. Lammert, Timothy G. McEvoy, Catherine C. McCoy and Steven Kaplan, 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 file with the 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 authorized to be issued or sold pursuant to the Corporation's Deferred Bonus Plan, and of plan interests in such 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, the undersigned director and/or officer has hereunto set his or her hand as of the date specified.

Dated: December 19, 1997

/s/ James V. Glynn

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James V. Glynn

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned director and/or officer of First Empire State Corporation, a corporation organized under the laws of the State of New York, (the "Corporation"), hereby constitutes and appoints Richard A. Lammert, Timothy G. McEvoy, Catherine C. McCoy and Steven Kaplan, 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 file with the 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 authorized to be issued or sold pursuant to the Corporation's Deferred Bonus Plan, and of plan interests in such 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, the undersigned director and/or officer has hereunto set his or her hand as of the date specified.

Dated: December 19, 1997

/s/ Roy M. Goodman  
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Roy M. Goodman

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Dated: December 19, 1997

/s/ Patrick W.E. Hodgson  
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Patrick W.E. Hodgson



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Dated: December 19, 1997

/s/ Samuel T. Hubbard, Jr.

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Samuel T. Hubbard, Jr.

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Dated: December 19, 1997

/s/ Wilfred J. Larson

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Wilfred J. Larson

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Dated: December 19, 1997

/s/ Jorge G. Pereira  
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Jorge G. Pereira

POWER OF ATTORNEY

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Dated: December 19, 1997

/s/ John L. Wehle, Jr.

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John L. Wehle, Jr.