

AFFIDAVIT

92040978

STATE OF NEW JERSEY)

SS:

COUNTY OF MERCER)

Judith Jo Johnson, being duly sworn, deposes and says:

1. I make this affidavit, in my capacity as Supervisory Liquidation Specialist and employee of the Federal Deposit Insurance Corporation ("FDIC"). In such capacity, I am familiar with the records and proceedings of FDIC as Receiver for Goldome ("Receiver"). I have compared the attached copies of the documents, and have found said copies or reproductions to be true and complete.

2. On May 31, 1991, the Superintendent of Banks of the State of New York closed Goldome and appointed FDIC as Receiver. A copy of the appointment is attached as Exhibit A. On May 31, 1991, FDIC accepted such appointment and, by operation of law, thereupon succeeded to "all rights, titles, powers and privileges" of Goldome pursuant to 12 U.S.C. Section 1821 (d)(2)(A). A copy of the acceptance of the appointment is attached as Exhibit B.

3. On May 31, 1991, Receiver entered into a Purchase and Assumption Agreement with Key Bank of Western New York, N.A. ("Key") which provided, inter alia, that the right, title and interest in and to certain of Goldome's assets, including certain real property, real property loans, notes, mortgages, deeds of trust and similar security instruments, and other loans, be transferred to Key. The Receiver was authorized and empowered to transfer any asset of Goldome "without any approval, assignment or consent with respect to such transfer," pursuant to 12 U.S.C. Section 1821 (d) (2) (G).

4. Pursuant to a letter agreement dated May 31, 1991, between, among others, Key, Manufacturers and Traders Trust Company ("M&T"), Key Bank of Central New York, N.A. ("Key Bank Central"), and The East New York Savings Bank ("East New York Savings Bank"), (together, the "Assuming Institutions"), the Receiver and FDIC, Receiver is authorized to assign directly to the Assuming Institutions certain assets, including those referred to in paragraph 3 above, which were acquired by the Assuming Institutions from Key. A copy of the letter agreement is attached as Exhibit C.

5. By virtue of the foregoing, Receiver is authorized and empowered to sell, assign, transfer, convey, deliver, release, carry, discharge, modify, amend or otherwise deal with all or any portion of its right, title and interest in and to any asset acquired from Goldome.

6. A copy of a Power of Attorney from FDIC to Judith Jo Johnson dated March 18, 1991, and recorded September 25, 1991, in the Erie County, New York Clerk's Office in Liber 169 of Power of Attorney, page 694 is attached as Exhibit D.

7. The predecessor institution of Goldome, pursuant to previous acquisition and/or mergers, are set out in (a) the memo dated January 25, 1991, from the New York Banking Department Records and Document Unit, and (b) the affidavit of Mary Elizabeth Gacek, Corporate Secretary of Goldome, dated July 23, 1990, copies of which are attached as Exhibits E and F.

8. This affidavit is made to induce any prospective purchaser of real property from the Assuming Institution to accept title, or any purchaser of or lienor against real property, the chain of title of which evidences a mortgage, assignment, release, discharge or satisfaction of such mortgage or deed of trust, or any title insurance company to issue a policy of title insurance, or any county clerk register of deeds, recording officer or person performing a similar function to accept for filing or recordation any instrument relying upon or evidencing the matters set forth above.

Barbara Sparany
Witness - Barbara Sparany

Bonnie Niece
Witness - Bonnie Niece

Judith Jo Johnson
Attorney-in-Fact



STATE OF NEW JERSEY
FILED
JUN 25 9 32 AM '92
ROBE: RE: 70

STATE OF NEW JERSEY)

SS:

COUNTY OF MERCER)

On this 15th day of May, 1992, there appeared before me the above-named Judith Jo Johnson for the Federal Deposit Insurance Corporation, with an office at 1100 Cornwall Road, Monmouth Junction, NJ 08852 and she duly acknowledged the foregoing instrument to her free act and deed, before me, a Notary Public who hereby certifies under my official seal that I am duly authorized from the laws of the State of New Jersey to administer oaths, in said state.

Denise M. Garnieri
Denise M. Garnieri
Notary Public of New Jersey
My Commission Expires November 17, 1993

After Recording Return To: 13-089

PEELLE MANAGEMENT CORPORATION

ASSIGNMENT DIVISION
P.O. BOX 1979
CAMPBELL, CA 95009-1979

OB# 90120

lake IN

3480

EXHIBIT A



STATE OF NEW YORK
BANKING DEPARTMENT
140 NEXTER STREET
NEW YORK, NY 10006

P. VINCENT CONLON
ACTING SUPERINTENDENT OF BANKS

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May 31, 1991

This Document is the property of

Honorable L. William L. ...
Federal Deposit Insurance Corporation
550-17th Street, N.W.
Room 6028
Washington, D.C. 20429

Dear Mr. Seidman:

On this day I have taken possession of the business and property of Goldome, One Fountain Plaza, Buffalo, New York 14203-1499 which institution is a savings bank chartered under the laws of the State of New York and insured by the Federal Deposit Insurance Corporation.

I believe that it is in the best interests of all parties to appoint the Federal Deposit Insurance Corporation as receiver of Goldome and its business and property (other than its Savings Bank Life Insurance Department). Accordingly, by this letter I hereby appoint the Federal Deposit Insurance Corporation as receiver of Goldome and its business and property (other than its Savings Bank Life Insurance Department) with all the rights, powers, privileges and immunities which the Superintendent of Banks of the State of New York has when in possession of a savings bank subject to his jurisdiction under the laws of the State of New York.

Very truly yours,

A handwritten signature in black ink, appearing to read "P. Vincent Conlon". The signature is written in a cursive style with a large, sweeping initial "P".

ACCEPTANCE OF APPOINTMENT OF RECEIVER

May 31, 1991

On May 31, 1991 the Superintendent of Banking of the State of New York declared Goldome insolvent and appointed the Federal Deposit Insurance Corporation as Receiver of Goldome. The Federal Deposit Insurance Corporation, pursuant to 12 U.S.C. 1821(c)(3)(A) hereby accepts such appointment.



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Joseph J. Johnson
Assistant Liquidator-in-Charge

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the Lake County Recorder!

STOP



EXHIBIT C

KEY BANK OF WESTERN NEW YORK, N.A.
KEY BANK OF CENTRAL NEW YORK, N.A.
MANUFACTURERS AND TRADERS TRUST COMPANY
THE EAST NEW YORK SAVINGS BANK

May 31, 1991

Federal Deposit Insurance
Corporation, Receiver of Goldome
452 Fifth Avenue
New York, NY 20018

Federal Deposit Insurance
Corporation
550 17th Street, NW
Washington, DC 20419

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NOT OFFICIAL!**

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the Lake County Recorder!

Gentlemen:

Key Bank of Western New York, N.A., a national banking association and a wholly owned subsidiary of Keycorp (the "Assuming Bank"), has entered into a Purchase and Assumption Agreement dated of even date herewith (the "P & A Agreement") among the Assuming Bank, the Federal Deposit Insurance Corporation, Receiver of Goldome (the "Receiver"), and the Federal Deposit Insurance Corporation, in its corporate capacity (the Corporation"). In addition, the Receiver, the Assuming Bank, and a wholly owned subsidiary of the Assuming Bank (the "Servicer") have entered into a Service Agreement dated of even date herewith. Terms used herein which are defined in the P & A Agreement are used herein with the meanings therein provided.

The Assuming Bank intends to assign certain of the Acquired Assets and Liabilities Assumed to one or more of the following institutions: Key Bank of Central New York, N.A., a national banking association and a wholly owned subsidiary of Keycorp ("Key Central"), Manufacturers and Traders Trust Company, a New York banking corporation and a wholly owned subsidiary of First Empire State Corporation ("M & T"), and The East New York Savings Bank, a New York savings bank and a wholly owned subsidiary of First Empire State Corporation ("East New York"). Key Central, M & T and East New York are hereinafter referred to as the "Additional Banks." This letter sets forth our agreement as to certain rights and obligations of the Corporation, the Receiver, the Assuming Bank and the Additional Banks with respect to the P & A Agreement, the Acquired Assets and the Liabilities Assumed, and the Service Agreement.

EXHIBIT C CONTINUED

1. The provisions of the P & A Agreement shall be binding upon, and, except as provided in this letter agreement, shall inure to the benefit of, each Additional Bank with respect to (i) Acquired Assets and Liabilities Assumed which are at the time in question held or have been assumed by such Additional Bank and (ii) all Bank Premises, leased Fixtures, leased Furniture and Equipment and property subject to Data Processing Leases occupied or utilized by such Additional Bank, and other leases and agreements of the Failed Bank with respect to premises or properties that are occupied or utilized by such Additional Bank. Without limiting the generality of the foregoing, the Receiver shall have the right to require each of the Additional Banks to sell to the Receiver certain Loans and assets that would constitute Related Loans if they were held by the Assuming Bank and to transfer to the Receiver Undiscovered Assets held by such Additional Bank, all in accordance with sections 3.5 and 8.3 of the P & A Agreement. The Additional Bank shall effect any such sales or transfers through the Assuming Bank. The Assuming Bank shall use its best efforts to report in the Initial Pool Asset Notice, and shall report in each Put Notice, all assets that would be so reportable as Related Loans if they were at the time held by the Assuming Bank. In addition, each Additional Bank shall be bound in the same manner as the Assuming Bank by the provisions of Sections 6.3, 6.4, 10.1, 10.2, 10.3(a) and (b), 15.1(a), (b), (c), (d) and (f), 15.2 and 15.3 of the P&A Agreement.

2. The Assuming Bank, on behalf of itself and the Additional Banks, shall have the right, exercisable by notice to the Receiver, to designate certain Acquired Assets, Liabilities Assumed and agreements and leases referred to in Article 4 of the P & A Agreement to be assigned or conveyed directly by the Receiver to and assumed or acquired directly from the Receiver by one or more Additional Banks. The Receiver shall effect such direct assignments or conveyances in accordance with such notice.

3. The Assuming Bank's right to require the Receiver to repurchase an Acquired Asset in accordance with Section 8.2 of the P & A Agreement shall not be impaired by reason of the fact that such Acquired Asset was previously transferred to an Additional Bank, provided that (i) such Acquired Asset shall be retransferred to the Assuming Bank (together with all Credit Documents and Credit Files related thereto) prior to its resale to the Receiver and (ii) for purposes of determining the Repurchase Price of such Acquired Asset and its eligibility for sale to the Receiver under such Section 8.2, any amendment or other action taken by an Additional Bank with respect to such Acquired Asset shall be deemed to have been taken by the Assuming Bank.

EXHIBIT C CONTINUED

4. Each Additional Bank shall be entitled to indemnification from the Corporation in accordance with the terms of, and subject to the conditions specified in, Article 14 of the P & A Agreement. Key Bank of Central New York, N.A. shall be jointly and severally liable with the Assuming Bank with respect to the indemnification rights of the Corporation and the Receiver set forth in Section 14.6 of the P&A Agreement. Manufacturers and Traders Trust Company and The East New York Savings Bank, (together, the "First Empire Banks") hereby jointly and severally make the agreements with respect to the indemnification rights of the Corporation and the Receiver set forth in Section 14.6 of the P&A Agreement as though they jointly and severally were the Assuming Bank except that such agreements, as jointly and severally made by the First Empire Banks, are made only to the extent that such indemnification rights are with respect to liabilities or obligations of the Failed Bank directly or indirectly assumed by a First Empire Bank, claims based upon any act or omission of a First Empire Bank or claims arising from any action or inaction of a First Empire Bank or any of its Affiliates or Subsidiaries or a director, officer, employee or agent of a First Empire Bank or any of its Affiliates or Subsidiaries.

5. For purposes of Section 3.2(c) of the P & A Agreement, any securities originally included in the Mortgage-Backed Securities Portfolio and sold or otherwise disposed of to an Additional Bank or to any Subsidiary or Affiliate of the Assuming Bank or any Additional Bank shall be deemed to have been retained by the Assuming Bank and to continue to be part of the Mortgage-Backed Securities Portfolio until sold to a third party not a Subsidiary or Affiliate of the Assuming Bank or an Additional Bank. In the event of such a sale to a third party, the purchase price paid by such third party shall be deemed to have been paid to the Assuming Bank for purposes of Section 3.2(c).

6. Nothing in this letter agreement shall relieve the Assuming Bank of any of its obligations as between the Corporation, the Receiver and the Assuming Bank under the P & A Agreement. The Receiver and the Corporation shall be entitled, notwithstanding any notice to the contrary and notwithstanding the provisions of paragraph 2 above, to deem and treat the Assuming Bank as the sole owner of Acquired Assets and the sole obligor with respect to Liabilities Assumed which at the time in question are held by or shall have been assumed by any of the Additional Banks. Without limiting the generality of the foregoing, but subject to paragraph 4 above, the Receiver and the Corporation shall be entitled to deal exclusively with the Assuming Bank with respect to the making of payments, the giving or receiving of notices, the granting of waivers, releases and consents and the execution of amendments and modifications with respect to the P & A Agreement, and all such payments, notices,

waivers, releases, consents, amendments and modifications made, given or executed and delivered in accordance with the P & A Agreement shall be effective as against the parties thereto and the Additional Banks.

7. Each Additional Bank represents and warrants to the Receiver and the Corporation, with respect to itself and to this letter agreement, to the effect of the representations and warranties made in Section 12.2 of the P & A Agreement by the Assuming Bank with respect to itself and the P & A Agreement.

8. Each Additional Bank shall, and shall cause its Affiliates to, cooperate in good faith to facilitate the performance by the Assuming Bank and the Servicer of the transactions contemplated by the Service Agreement, and shall provide all documents and instruments reasonably necessary to carry out the purposes of the Service Agreement. In particular, each Additional Bank shall, and shall cause its Affiliates to, cooperate in good faith with the Servicer to facilitate the Servicer's compliance with the requirements of Section 2.5 of the Service Agreement.

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9. Each Additional Bank shall, and shall cause its Affiliates to, cooperate in good faith with the Assuming Bank and the Servicer to ensure that the Servicer will be able to carry out its obligations under Section 2.12 of the Service Agreement. No Additional Bank shall take, or permit any of its Affiliates to take, any action that it would be prohibited from taking under Section 2.2(a) of the Service Agreement if such Additional Bank were the Servicer.

10. Each Additional Bank and its Affiliates shall be subject to the oversight powers of the Receiver under Section 5.1 of the Service Agreement with respect to any document or instrument that is necessary for the performance by the Assuming Bank or the Servicer of its obligations under the Service Agreement.

11. This letter agreement shall be governed by and construed in accordance with the Federal law of the United States of America, and, in the absence of controlling Federal law, in accordance with the laws of the State of New York.

EXHIBIT C CONTINUED

If the foregoing is acceptable to you please indicate your agreement to the terms hereof by signing the enclosed counter-parts of this letter and delivering the signed counterparts to the Assuming Bank.

Sincerely,

KEY BANK OF WESTERN NEW YORK, N.A.

By: [Signature] CHAIRMAN / CEO

KEY BANK OF CENTRAL NEW YORK, N.A.

By: [Signature]

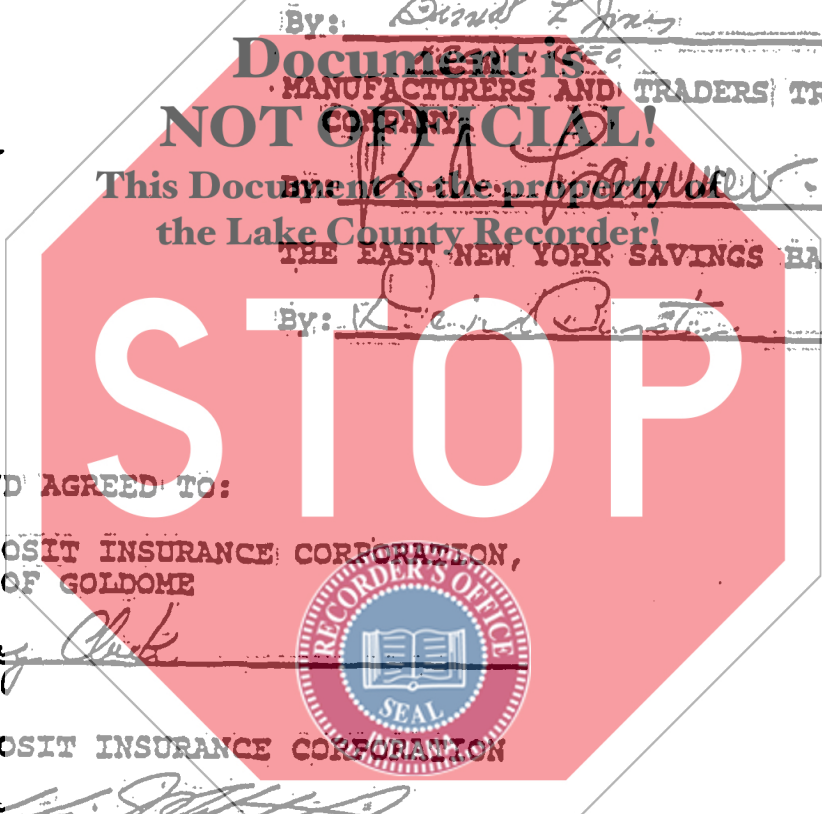
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MANUFACTURERS AND TRADERS TRUST COMPANY

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the Lake County Recorder!

THE EAST NEW YORK SAVINGS BANK

By: [Signature]



ACCEPTED AND AGREED TO:

FEDERAL DEPOSIT INSURANCE CORPORATION,
RECEIVER OF GOLDOME

By: [Signature]

FEDERAL DEPOSIT INSURANCE CORPORATION

By: [Signature]

POWER OF ATTORNEY

166-72

recorded 4/15/91

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION; a Corporation organized and existing under an Act of Congress, hereinafter called the "FDIC", acting in its Receivership or separate Corporate capacity or as Manager of the FSLIC Resolution Fund has acquired certain assets for liquidation and determined that it is necessary to appoint a representative to act on its behalf in connection with the maintenance and liquidation of said assets, hereinafter called the "Acquired Assets."

That Judith Jo Johnson, has been duly appointed to execute and deliver documents of depository institutions as the representative of the FDIC; and

that under Section C (38) of the Resolution of FDIC's Board of Directors dated June 27, 1990, Seal No. 49112, the undersigned Karen M. Flynn, Liquidation Specialist, Division of Liquidation, is empowered to execute Powers of Attorney on behalf of FDIC.

THEREFORE, said FEDERAL DEPOSIT INSURANCE CORPORATION for the purpose of facilitating the maintenance and liquidation of the foregoing acquired assets in accordance with its rights and privileges, does hereby authorize and empower Judith Jo Johnson, as its attorney-in-fact to:

(1) Sign, seal and deliver as the act and deed of the FDIC any instrument in writing, and to do every other thing necessary and proper for the collection and recovery of any and all monies and properties of every kind and nature whatsoever for and on behalf of the FDIC and to give proper receipts and acquittances therefor in the name and on behalf of the FDIC;

(2) Release, discharge or assign any and all judgments, mortgages on real estate or personal property [including the release and discharge of the same of record in the office of any Prothonotary or Register of Deeds wherever located where payments on account of the same in redemption or otherwise may have been made by the debtor(s)], and to endorse receipt of such payment upon the records in any appropriate public office;

(3) Receipt, collect and give all proper acquittances for any other sums of money owing to the FDIC for any acquired asset which the attorney-in-fact may sell or dispose of;

(4) Execute any and all transfers and assignments, as may be necessary to assign any securities or other choses in action;

(5) Sign, seal, acknowledge and deliver any and all agreements as shall be deemed necessary or proper by the attorney-in-fact in the care and management of the Acquired Assets;

(6) Sign, seal, acknowledge and deliver indemnity agreements and surety bonds in the name of and on behalf of the FDIC;

(7) Sign receipts for the payment of all rents and profits due or to become due on the Acquired Assets;

(8) Execute, acknowledge and deliver deeds of real property in the name of the FDIC;

(9) Extend, postpone, release and satisfy or take such other action regarding any mortgage lien held in the name of the FDIC;

(10) Execute, acknowledge and deliver in the name of the FDIC a power of attorney wherever necessary or required by law to any attorney employed by the FDIC;

(11) Foreclose any mortgage or other lien on either real or personal property, wherever located;

(12) Do and perform every act necessary for the use; liquidation or collection of the Acquired Assets held in the name of the FDIC;

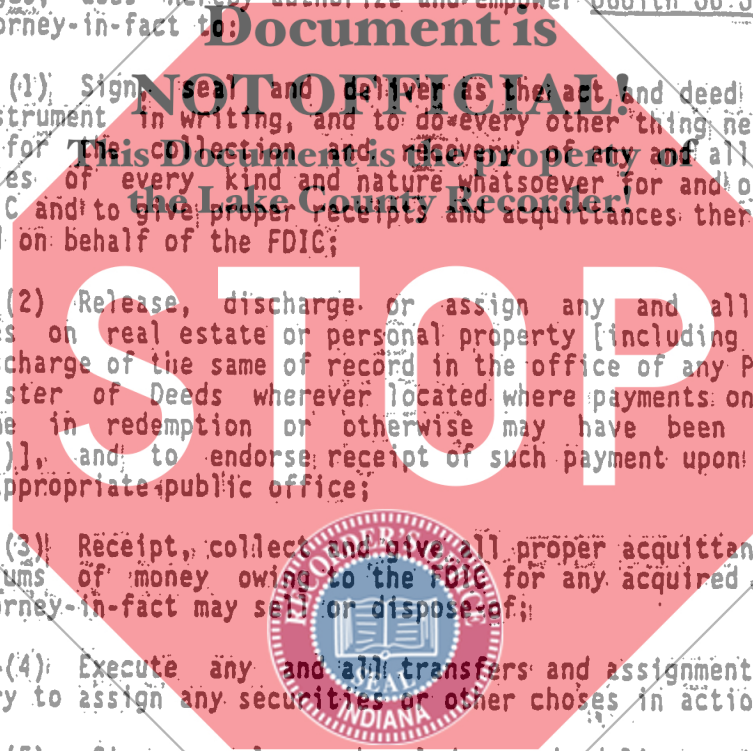
PREPARED BY: Irene B. Janovsky

F. D. I. C. 1100 CORNWALL RD. - BOX 10 MONMOUTH JCT., N.J. 08852

FDIC
to
Judith Jo Johnson Date Sept 25, 1991
by Karen M. Flynn

OK to Record
J. M. W.

FILED
1991 SEP 25 PM 1:09
CLERK'S OFFICE
ERIE COUNTY



CLERK'S OFFICE on the 25 day of
ERIE COUNTY N.Y.
DAVID J. SWARTZ COUNTY CLERK

REV MA
B 208380-16
710-2-0

EXHIBIT D CONTINUED

(13) Sign, seal, acknowledge and deliver any and all documents as may be necessary to settle any action(s) or claim(s) asserted against the FDIC, either in its Receivership or Corporate capacity, or as Manager of the FSLIC Resolution Fund.

This Power of Attorney shall be effective immediately and shall continue until terminated by any official of the FDIC authorized to do so by the Board of Directors of the FDIC.

IN WITNESS WHEREOF, the FDIC by its duly authorized officers empowered in that behalf by appropriate Resolution of its Board of Directors, has caused these presents to be subscribed in its name and its corporate seal to be thereunto affixed this 18th day of March, 1991.

FEDERAL DEPOSIT INSURANCE CORPORATION

By Karen M. Flynn

Karen M. Flynn
Liquidation Specialist
Division of Liquidation

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the Lake County Executive Secretary

ATTEST: M. Jane Williamson
M. Jane Williamson

STATE OF NEW YORK
I, DAVID J. SWARTS, Clerk of said County, and also Clerk of Supreme and County Courts of said County, do hereby certify that I have compared the annexed copy with the original

POWER OF ATTORNEY

filed in my office and that the same is a correct transcript therefrom and of the whole of said original.

WITNESS my hand and seal of said County and Courts on _____ day of SEP 2 1991

050484

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Carol Katten
Bonnie L. Will



David J. Swarts
COUNTY CLERK



UNITED STATES OF AMERICA }
DISTRICT OF COLUMBIA } SS

On this 18th day of March, 1991 before me, Notary Public in and for the District of Columbia, personally appeared Karen M. Flynn and M. Jane Williamson, to me known personally, who being by me first duly sworn did each depose that they are respectively Liquidation Specialist, Division of Liquidation and Assistant Executive Secretary of the Federal Deposit Insurance Corporation, the Corporation in whose name the foregoing power of attorney has been subscribed, who further said that the seal affixed to the said power of attorney is the corporate seal of the said Federal Deposit Insurance Corporation, and that the said power of attorney was subscribed on behalf of the said Corporation and its seal thereto affixed by due authority of the Corporation's Board of Directors, and the said Karen M. Flynn and M. Jane Williamson acknowledged the said power of attorney to be the free act and deed of the said Corporation.

CERTIFICATION

The undersigned, an attorney at law, certifies that this copy of the foregoing, furnished by him, has been compared by him with the original and that said copy is a true and complete copy thereof.

James D. Miller

Detrol A. Demerco
Notary Public, District of Columbia
United States of America.
My commission expires June 14, 1992

EXHIBIT E



STATE OF NEW YORK
BANKING DEPARTMENT
194 WASHINGTON AVENUE
5th FLOOR
ALBANY, NEW YORK 12210

JILL M. CONSIDINE
SUPERINTENDENT OF BANKS

January 25, 1991

To: Carmen Deyot

From: Bertha Cranker
NYS Banking Department
Records & Documents Unit

Re: Goldome

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Goldome formerly Goldome FSB formerly Goldome Bank for Savings
formerly Buffalo Savings Bank formerly The Buffalo Savings Bank.

2/11/33 C/N to Buffalo Savings Bank as result of merger
11/ 1/82 C/N to Goldome Bank for Savings
Mergers:

- Absorbed American Savings Bank of Buffalo 2/11/33
- Absorbed Fillmore Savings and Loan Association 3/2/80
- Absorbed Jamestown Savings and Loan Association 3/31/81
- Absorbed Union Dime Savings Bank 12/18/81
- Absorbed The Western New York Savings Bank 1/15/82
- Absorbed The New York Bank for Savings 3/26/82
- Converted to Federal System under title "Goldome, FSB" 9/26/83
- Converted back to State Charter under title "Goldome" 8/19/87

American Savings Bank of Buffalo had no mergers prior to the merger
into The Buffalo Savings Bank 2/11/33 and no name changes

Fillmore Savings and Loan Association formerly Kasa Savings and
Loan Association formerly Polish Cooperative Savings and Loan Association
3/ 5/30 C/N Kasa Savings and Loan Association
7/14/55 C/N Fillmore Savings and Loan Association
3/ 2/90 Merged into Buffalo Savings Bank

Jamestown Savings and Loan Association had no C/N
Mergers:

- Absorbed Silver Creek Savings and Loan Association 5/15/59
- Absorbed The Westfield Savings and Loan Association 8/14/59
- Merged into Buffalo Savings Bank 3/31/81

EXHIBIT E



STATE OF NEW YORK
BANKING DEPARTMENT
194 WASHINGTON AVENUE
5th FLOOR
ALBANY, NEW YORK 12210

JILL M. CONSIDINE
SUPERINTENDENT OF BANKS

January 25, 1991

To: Carmen Deyot

From: Bertha Cranker
NYS Banking Department
Records & Documents Unit

Re: Goldome

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Our records indicate the following:**

Goldome formerly Goldome FSB formerly Goldome Bank for Savings
formerly Buffalo Savings Bank formerly The Buffalo Savings Bank.

2/11/33 C/N to Buffalo Savings Bank as result of merger
11/ 1/82 C/N to Goldome Bank for Savings

Mergers:

- Absorbed American Savings Bank of Buffalo 2/11/33
- Absorbed Fillmore Savings and Loan Association 3/2/80
- Absorbed Jamestown Savings and Loan Association 3/31/81
- Absorbed Union Dime Savings Bank 12/18/81
- Absorbed The Western New York Savings Bank 1/15/82
- Absorbed The New York Bank for Savings 3/26/82
- Converted to Federal System under title "Goldome, FSB" 9/26/83
- Converted back to State Charter under title "Goldome" 8/19/87

American Savings Bank of Buffalo had no mergers prior to the merger
into The Buffalo Savings Bank 2/11/33 and no name changes.

Fillmore Savings and Loan Association formerly Kasa Savings and
Loan Association formerly Polish Cooperative Savings and Loan Association.

- 3/ 5/30 C/N Kasa Savings and Loan Association
- 7/14/55 C/N Fillmore Savings and Loan Association
- 3/ 2/90 Merged into Buffalo Savings Bank

Jamestown Savings and Loan Association had no C/N
Mergers:

- Absorbed Silver Creek Savings and Loan Association 5/15/59
- Absorbed The Westfield Savings and Loan Association 8/14/59
- Merged into Buffalo Savings Bank 3/31/81

EXHIBIT E CONTINUED

Union Dime Savings Bank formerly Union Dime Savings Institution
1/ 1/09 C/N Union Dime Savings Bank
Merged into Buffalo Savings Bank 12/18/81

The Western New York Savings Bank formerly The Western Savings Bank
of Buffalo

6/30/70 C/N The Western New York Savings Bank
Mergers:

Absorbed Niagara County Savings and Loan Association, 3/31/71
Merged into Buffalo Savings Bank 1/15/82

The New York Bank for Savings formerly The New York Savings Bank
formerly Rose Hill Savings Bank

4/17/1862 C/N by Chapter 289 Laws 1862
8/16/63 C/N The New York Bank for Savings

Mergers:

Absorbed The Bank for Savings in the City of New York under
the title "The New York Bank for Savings"

Absorbed Genesee Savings and Loan Association 1/1/77

Absorbed First Savings and Loan Association of Syracuse
9/30/77 formerly First Federal Savings and Loan of
Syracuse (converted to State Charter before merger)

Absorbed First Chartered Savings and Loan Association
Merged into Buffalo Savings Bank 3/26/82

Silver Creek Savings and Loan Association formerly Silver Creek
Cooperative Savings and Loan Association

10/23/40 C/N Silver Creek Savings and Loan Association
Mergers:

Merged into and under Jamestown Savings and Loan Association
- 5/15/59

The Westfield Savings and Loan Association had no C/N

Merged into and under Jamestown Savings and Loan Association
- 8/14/59

Niagara County Savings and Loan Association converted from First
Federal Savings and Loan Association of Niagara County 3/31/71

Merged into and under The Western New York Savings Bank
(Conversion and merger was simultaneous) 3/31/71

EXHIBIT E CONTINUED

Genesee Savings and Loan Association had no C/N
Merged into and under The New York Bank for Savings 1/1/75

First Savings and Loan Association of Syracuse converted from First
Federal Savings and Loan Association of Syracuse 9/30/77
Merged into and under The New York Bank for Savings 9/30/75

First Chartered Savings and Loan Association formerly Port Jervis
Savings and Loan Association Number 1 formerly Port Jervis Savings and Loan
Association No. 1 of the village of Port Jervis

2/ 1/12 C/N to Port Jervis Savings and Loan Association Number 1
9/30/71 C/N to First Chartered Savings and Loan Association by
merger of Nyack Savings and Loan Association into Port Jervis
Savings and Loan Association.

Mergers:

12/ 2/78 Merged into The New York Bank for Savings

Nyack Savings and Loan Association formerly The Nyack Building Co-
operative Savings and Loan Association

1/16/39 C/N to Nyack Savings and Loan Association

Mergers:

9/30/71 Merged into Port Jervis Savings and Loan Association
No. 1 under name First Chartered Savings and Loan Association.

Nanuet Savings and Loan Association had no C/N

Merged into Nanuet Savings and Loan Association into Nyack Savings
and Loan Association under the name First Chartered Savings
and Loan Association 12/31/71

EXHIBIT F

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

AFFIDAVIT

The undersigned, being duly sworn, deposes and says that:

1. I am the Corporate Secretary of GOLDOME, a New York State chartered stock savings bank (the "Bank") having its principal office and place of business at One Fountain Plaza, Buffalo, New York 14203.
2. Over a period of years the Bank has acquired various other lending institutions by merger and has undergone various conversions and name changes.
3. In order to establish the history of such mergers, conversions and name changes, I have examined the records of the Bank and state as follows:
 - A. Buffalo Savings Bank was chartered on May 9, 1846.
 - B. Buffalo Savings Bank was the successor by merger to the Fillmore Savings and Loan Association effective March 3, 1980.
 - C. Buffalo Savings Bank was the successor by merger to Jamestown Savings and Loan Association effective April 1, 1981.
 - D. Buffalo Savings Bank was the successor by merger to Union Dime Savings Bank effective December 18, 1981.
 - E. Buffalo Savings Bank was the successor by merger to The Western New York Savings Bank effective January 15, 1982.
 - F. Buffalo Savings Bank was the successor by merger to The New York Bank for Savings effective March 26, 1982.
 - G. The name of Buffalo Savings Bank was changed to Goldome Bank for Savings effective November 1, 1982.
 - H. Goldome Bank for Savings became a Federal mutual savings bank under the name Goldome FSB pursuant to approval for conversion to Federal Charter as evidenced by letter of the Federal Home Loan Bank Board in New York effective September 26, 1983.
 - I. On August 19, 1987 Goldome FSB became a New York State stock savings bank under the name Goldome pursuant to the approval by the New York State Banking Department.

EXHIBIT F CONTINUED

4. This affidavit is being given with the knowledge that it may be relied upon by various title insurance companies, abstract and search companies, and various public officials in charge of land records.

5. This affidavit is further being given to induce any county or parish Clerks, Land Office Recorders, or county or parish Registrars, to accept and allow the recording or filing of any instrument, (including but not limited to mortgage satisfactions, mortgage assignments, mortgage consolidation or modifications, deeds, Lis Pendens and judgement satisfactions) which may be executed on behalf of Goldome but which relates to a previously recorded or filed instrument or proceeding involving one of the legal entities referred to in paragraph 3 herein.



Sworn to before me this

23 day of July 1990

Betty L. Levin
B.L.

BETTY LEVIN
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Sept. 8, 1990

