

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM837037

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	08/12/2023		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Salisbury Bank and Trust Company		12/05/2022	Chartered Bank: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NBT Bank, National Association		
<b>Street Address:</b>	52 South Broad Street		
<b>City:</b>	Norwich		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13815		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4958736	SALISBURY BANK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172371000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	317-237-0300		
<b>Email:</b>	trademark@faegredrinker.com		
<b>Correspondent Name:</b>	Abe Jentry Shanehsaz		
<b>Address Line 1:</b>	FAEGRE DRINKER BIDDLE & REATH LLP		
<b>Address Line 2:</b>	300 N. Meridian Street, Suite 2500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	518648.000044		
<b>NAME OF SUBMITTER:</b>	Erin N. Theroux		
<b>SIGNATURE:</b>	/Erin N. Theroux/		
<b>DATE SIGNED:</b>	09/05/2023		
<b>Total Attachments: 26</b>			
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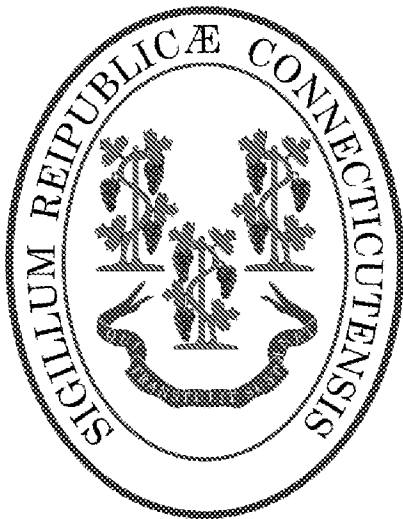
# Secretary of the State of Connecticut

## Stephanie Thomas

I, the Connecticut Secretary of the State, and keeper of the seal thereof, do hereby certify the annexed copy is a true copy of the record indicated below as filed in this office.

### Certified Copy Details

Business Name	NBT BANK, NATIONAL ASSOCIATION
Filing Type	Certificate of Merger
Number of Pages	25
Filing Date & Time	08/11/2023 03:00 PM



*In testimony whereof, I have hereunto set my hand and caused the Seal of the State of Connecticut to be affixed at the City of Hartford on August 14, 2023.*

A handwritten signature in black ink, appearing to read "Stephanie Thomas".

Stephanie Thomas  
Secretary of the State

Certificate ID: CP-00054719

To verify this certificate, visit: <https://service.ct.gov/business/s/verifycertificate>

Or visit [Business.CT.gov](https://www.Business.CT.gov), all business services, certificate request, and verify certificate.



STATE OF CONNECTICUT  
DEPARTMENT OF BANKING  
FINANCIAL INSTITUTIONS DIVISION  
260 CONSTITUTION PLAZA – HARTFORD, CT 06103



Jorge L. Perez  
Commissioner

\*\*\*\*\*

IN THE MATTER OF:

The Acquisition Statement and Application of NBT Bancorp, Inc. Concerning the Acquisition of Salisbury Bancorp, Inc. and the Application of NBT Bank, National Association Concerning the Merger of Salisbury Bank and Trust Company with and into NBT Bank, National Association.

Notice of Intent Not to Disapprove Pursuant to § 36a-184  
Approval Pursuant to § 36a-411  
Approval Pursuant to § 36a-412(a)(1)

\*\*\*\*\*

On January 25, 2023, NBT Bancorp, Inc. (“NBT Bancorp”), a New York-based financial holding company, filed an acquisition statement and application pursuant to § 36a-184 and § 36a-411 of the Connecticut General Statutes (“C.G.S.”) for the acquisition of Salisbury Bancorp, Inc. (“Salisbury Bancorp”), a bank holding company headquartered in Salisbury, Connecticut. Also on January 25, 2023, NBT Bank, National Association (“NBT Bank”), a national bank headquartered in Norwich, NY and wholly owned subsidiary of NBT Bancorp, filed an application pursuant to C.G.S. § 36a-412(a)(1) for the merger of Salisbury Bank and Trust Company (“Salisbury Bank”), a commercial bank headquartered in Salisbury, Connecticut and wholly owned subsidiary of Salisbury Bancorp, with and into NBT Bank. On March 2, 2023 and May 5, 2023, NBT Bank filed supplemental information to complete the acquisition statement and applications.

Notice of the applications was placed in *The Department of Banking News Bulletin* (“Bulletin”) #3075 for the week ending January 27, 2023. The *Bulletin* contains a statement that written comments on any item noted therein will be considered if received within 10 business days from the date of the *Bulletin*. No comments were received on the applications.

FINDINGS

- 1. NBT Bancorp, is an “out-of-state holding company” within the meaning of C.G.S. § 36a-410(6), in that it is a holding company whose home state is a state other than Connecticut. NBT Bancorp’s “home state” within the meaning of C.G.S. § 36a-410(5) is New York, in that New York is the state in which the total deposits of all banking subsidiaries of NBT Bancorp were the largest in 1986, when NBT Bancorp became a bank holding company.

TEL : (860) 240-8299 ● FAX: (860) 240-8178

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2. Salisbury Bancorp is a “Connecticut holding company” within the meaning of C.G.S. § 36a-410(3), in that it is a holding company whose home state is Connecticut. Salisbury Bancorp’s “home state” within the meaning of C.G.S. § 36a-410(5) is Connecticut, in that Connecticut is the state in which the total deposits of all banking subsidiaries of Salisbury Bancorp were the largest in 1998, when Salisbury Bancorp became a bank holding company.
3. NBT Bank is an “out-of-state bank” within the meaning of C.G.S. § 36a-2(45), in that it is an institution that engages in the business of banking, but is not a bank, Connecticut credit union, federal credit union or out-of-state credit union.
4. Salisbury Bank is a “bank” within the meaning of C.G.S. § 36a-2(4), because it is a “Connecticut Bank” within the meaning of C.G.S. § 36a-2(28), in that it is a bank chartered or organized under the laws of Connecticut.
5. Salisbury Bank has been in existence and continuously operating for at least five years.
6. The laws of New York, specifically, New York Banking Law Section 225, authorize, under conditions no more restrictive than those imposed by the laws of Connecticut: (a) a Connecticut holding company to establish or acquire and retain direct or indirect ownership or control of 10 percent or more of the voting securities of out-of-state banks or out-of-state holding companies whose home state is New York; and (b) a bank to merge or consolidate with or purchase a branch or significant part of the assets or ten per cent or more of the stock of an out-of-state bank whose home state is New York.
7. NBT Bancorp and NBT Bank, including all insured depository institutions which are affiliates of NBT Bancorp and NBT Bank, upon consummation of the acquisition, will control less than 30 percent of the total amount of deposits of insured depository institutions in Connecticut.
8. NBT Bancorp, NBT Bank, Salisbury Bancorp, and Salisbury Bank have a record of compliance with the requirements of the federal Community Reinvestment Act (12 U.S.C. § 2901 *et seq.*, as from time to time amended, and the regulations promulgated thereunder), C.G.S. §§ 36a-30 to 36a-33, inclusive, to the extent applicable, and applicable consumer protection laws, and NBT Bank will provide adequate services to meet the banking needs of all community residents, including low-income residents and moderate-income residents to the extent permitted by its charter.
9. The merger of NBT Bank and Salisbury Bank will promote public convenience, the benefits to the public clearly outweigh possible adverse effects, and the terms of the merger are reasonable and in accordance with law and sound public policy.
10. The acquisition and merger will not result in a monopoly and will not be in furtherance of any combination or conspiracy to monopolize or attempt to monopolize the business of banking in Connecticut, and the effect of the proposed acquisition and merger will not be to substantially lessen competition or to create a monopoly or be in restraint of trade.
11. The programs, policies and procedures relating to anti-money laundering activities of NBT Bancorp, NBT Bank, Salisbury Bancorp, and Salisbury Bank and the proposed programs, policies and procedures of NBT Bank relating to anti-money laundering activities are adequate, and NBT Bancorp, NBT Bank, Salisbury Bancorp, and Salisbury Bank have a record of compliance with anti-money laundering laws and regulations.

12. The acquisition statement and application filed by NBT Bancorp comply with C.G.S. § 36a-184 and § 36a-411 and the acquisition does not warrant my disapproval under the criteria set forth in C.G.S. § 36a-185. The application filed by NBT Bank complies with C.G.S. § 36a-412(a)(1).

**APPROVAL**

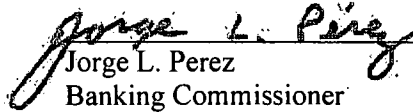
**BASED ON THE FOREGOING:**

Pursuant to the authority granted in C.G.S. § 36a-185, § 36a-411 and § 36a-412(a)(1) and based on the representations in the acquisition statement, applications and the various supplemental information provided, I hereby:

1. Issue notice of my intent not to disapprove the acquisition by NBT Bancorp of Salisbury Bancorp
2. Approve the acquisition by NBT Bancorp of Salisbury Bancorp; and
3. Approve the merger of Salisbury Bank with and into NBT Bank.

The above notice of intent not to disapprove and approvals are conditioned upon my receipt of copies of all approvals required under state or federal law.

Dated at Hartford, Connecticut  
this 3rd day of July, 2023.

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

## PLAN OF BANK MERGER

This **PLAN OF BANK MERGER** (this "Agreement") is dated as of December 5, 2022, by and between NBT Bank, National Association., a national banking association ("NBT Bank"), and Salisbury Bank and Trust Company, a Connecticut-chartered bank ("Salisbury Bank"). All terms used herein and not defined herein shall have the meanings assigned thereto in the Merger Agreement (as defined below).

**WHEREAS**, NBT Bank is the wholly owned subsidiary of NBT Bancorp Inc., a Delaware corporation ("NBT");

**WHEREAS**, Salisbury Bank is the wholly owned subsidiary of Salisbury Bancorp, Inc., a Connecticut corporation ("Salisbury");

**WHEREAS**, NBT and Salisbury desire that, immediately after the merger of Salisbury with and into NBT, Salisbury Bank merge with and into NBT Bank pursuant to the Agreement and Plan of Merger, dated as of December 5, 2022, by and among NBT, NBT Bank, Salisbury and Salisbury Bank (the "Merger Agreement");

**WHEREAS**, the boards of directors of each of NBT Bank and Salisbury Bank each unanimously approved this Agreement; and

**WHEREAS**, all capitalized terms used in this Agreement without definition herein shall have the meanings ascribed to them in the Merger Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NBT Bank and Salisbury Bank agree as follows:

Section 1. The Bank Merger. Subject to the terms and conditions set forth in this Agreement and in the Merger Agreement, pursuant to applicable Connecticut and federal laws and regulations, at the Effective Time (as defined in Section 6 of this Agreement), Salisbury Bank shall merge with and into NBT Bank (the "Bank Merger"). NBT Bank shall be the surviving entity (sometimes referred to herein as the "Surviving Bank") of the Bank Merger and shall continue its corporate existence as a national banking association regulated by the Office of the Comptroller of the Currency (the "OCC") following consummation of the Bank Merger. Upon consummation of the Bank Merger, the separate corporate existence of Salisbury Bank shall cease.

(a) Closing Date. A closing in respect of the transactions contemplated by this Agreement (the "Closing") shall take place remotely via the electronic exchange of documents and signatures immediately prior to the Effective Time, or be held at the offices of Hogan Lovells US LLP in Washington, D.C., or such other place as the parties may mutually agree upon, at such time and on such date as NBT Bank shall designate, which date shall be the Effective Date.

(b) Name and Purpose. At the Effective Time, the name of the Surviving Bank shall be "NBT, Bank National Association". The purpose of the Surviving Bank shall be to exist as a national banking association and to engage in activities incidental thereto in a manner consistent with federal laws and regulations applicable to national banking associations.

(c) Charter. From and after the Effective Time, the charter of NBT Bank, as in effect immediately prior to the Effective Time, shall be the charter of the Surviving Bank until amended in accordance with applicable law.

(d) Bylaws. From and after the Effective Time, the bylaws of NBT Bank, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Bank until amended in accordance with applicable law.

(e) Capital Stock. From and after the Effective Time, (i) each share of Salisbury Bank Stock issued and outstanding immediately prior to the Effective Time shall be canceled, and (ii) each share of common stock, par value \$1.00 per share, of NBT Bank Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall constitute the only shares of capital stock of the Surviving Bank issued and outstanding following consummation of the Bank Merger, until thereafter amended in accordance with applicable law and the charter of the Surviving Bank. As of the date of this Agreement, the capital stock of NBT Bank consists of 49,651,493 shares of common stock.

(f) Directors. The directors of the Surviving Bank immediately after the Effective Time shall consist of (i) the directors of the Surviving Bank immediately prior to the Effective Time and (ii) one director to be selected by NBT upon consultation with Salisbury and who is a member of the board of directors of Salisbury Bank immediately prior to the Effective Time (the "New Bank Board Member"). The New Bank Board Member shall be appointed to the Board of Directors of the Surviving Bank effective at the Effective Time and shall hold office until the next annual meeting of the shareholders of the Surviving Bank, subject to the Surviving Bank's customary background screening and evaluation procedures for potential directors. NBT shall appoint the New Bank Board Member for a one-year term at the Surviving Bank's first annual shareholder meeting following the Effective Time. Each of the directors of the Surviving Bank immediately after the Effective Time shall hold office until his or her successor is elected and qualified or otherwise in accordance with the charter and bylaws of the Surviving Bank. In accordance with its Bylaws, as amended, the total number of Directors at any one time holding office shall not be less than five (5) nor more than twenty-five (25).

(g) Officers. The officers of the Surviving Bank immediately after the Effective Time shall consist of the officers of the Surviving Bank in office immediately prior to the Effective Time, with the addition of Richard J. Cantele, Jr. as an officer of the Surviving Bank, with such title to be determined by NBT prior to the Closing.

Section 2. Effects of the Bank Merger. At and after the Effective Time, the Bank Merger shall have the effects provided herein and set forth in the applicable provisions of federal law and the laws of the State of Connecticut and any regulations promulgated thereunder.

(a) Surviving Bank. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, the Surviving Bank shall be considered the same business and corporate entity as each of NBT Bank and Salisbury Bank and thereupon and thereafter all the property, rights, privileges, powers and franchises of NBT Bank and of Salisbury Bank shall vest in the Surviving Bank, and all debts, liabilities, obligations, restrictions, disabilities and duties of



NBT Bank and of Salisbury Bank shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Bank. Any reference to either of NBT Bank or Salisbury Bank in any contract, will or document, whether executed or taking effect before or after the Effective Time, shall be considered a reference to the Surviving Bank if not inconsistent with the other provisions of the contract, will or document; and any pending action or other judicial proceeding to which either of NBT Bank or Salisbury Bank is a party shall not be deemed to have abated or to have been discontinued by reason of the Bank Merger, but may be prosecuted to final judgment, order or decree in the same manner as if the Bank Merger had not been made or the Surviving Bank may be substituted as a party to such action or proceeding, and any judgment, order or decree may be rendered for or against it that might have been rendered for or against either of NBT Bank or Salisbury Bank if the Bank Merger had not occurred. The location of the main office of NBT Bank, the resulting bank, shall be in Norwich, New York.

(b) Deposits. All deposit accounts of Salisbury Bank shall be and become deposit accounts in the Surviving Bank without change in their respective terms, maturity, minimum required balances or withdrawal value. Appropriate evidence of the deposit account in the Surviving Bank shall be provided by the Surviving Bank to each deposit account holder of Salisbury Bank, as necessary, after consummation of the Bank Merger. All deposit accounts of NBT Bank prior to consummation of the Bank Merger shall continue to be deposit accounts in the Surviving Bank after consummation of the Bank Merger without any change whatsoever in any of the provisions of such deposit accounts, including, without limitation, their respective terms, maturity, minimum required balances or withdrawal value.

(c) Offices. At the Effective Time, the main office of the Surviving Bank shall be located in Norwich, New York. The former main office and branch offices of Salisbury Bank shall be operated as branches of the Surviving Bank immediately following the Effective Time.

Section 3. Approvals Required. The consummation of the Bank Merger contemplated by this Agreement is specifically conditioned upon receipt of all necessary regulatory approvals, consents, waivers or non-objections, including, but not limited to, the approvals, consents, waivers or non-objections of the FRB, the OCC and the CTDOB, and the expiration of all applicable waiting periods with respect to the Bank Merger.

Section 4. Conditions Precedent. The respective obligations of each party under this Agreement shall be subject to: (i) the receipt of all required regulatory approvals and the expiration of any required waiting periods specified by applicable federal law; (ii) the approval of this Agreement by NBT in its capacity as sole shareholder of NBT Bank; (iii) the approval of this Agreement by Salisbury in its capacity as sole shareholder of Salisbury Bank; and (iv) the fulfillment or, to the extent permitted by applicable law, written waiver by the parties hereto prior to the Effective Time of each of the conditions set forth in Article VI of the Merger Agreement.

Section 5. Representations. Each of NBT Bank and Salisbury Bank represents that this Agreement has been duly authorized, executed and delivered by such party and constitutes a legal, valid and binding obligation of such party, enforceable against it in accordance with the terms hereof (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium,

fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles).

Section 6. Effective Date and Effective Time. The Bank Merger provided for herein shall become effective on the date and at the time specified in the Articles of Merger or other required documentation filed with (i) the OCC and (ii) the Secretary of State of the State of Connecticut in accordance with Connecticut Banking Law, provided, however, that such filing shall not occur until all of the events set forth in Section 4 have taken place. The date of such filing is herein called the "Effective Date." The "Effective Time" of the Bank Merger shall be as specified in the Articles of Merger or other required documentation filed with the OCC.

Section 7. Amendments. To the extent permitted by applicable Connecticut and federal banking law, this Agreement may be amended by a subsequent writing signed by the parties hereto upon the approval of the Board of Directors of each of the parties hereto.

Section 8. Termination. This Agreement shall terminate and forthwith become void automatically and without any action on the part of NBT Bank or Salisbury Bank immediately upon the termination of the Merger Agreement in accordance with Article VII thereof and, except as set forth in Article VII of the Merger Agreement, there shall be no further liability on the part of NBT Bank or Salisbury Bank upon such termination.

Section 9. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed by each party hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

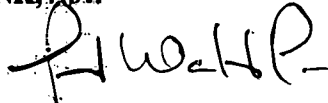
Section 10. Successors. This Agreement shall be binding on the successors of NBT Bank and Salisbury Bank.

Section 11. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Connecticut, except to the extent the laws of the United States of America govern, without regard for conflict of law provisions.

*(Remainder of page intentionally left blank)*

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the date first written above.

**NBT BANK, N.A.**

By:   
Name: John H. Watt, Jr.  
Title: President and Chief Executive Officer

**SALISBURY BANK AND TRUST COMPANY**

By: \_\_\_\_\_  
Name: Richard J. Cantele, Jr.  
Title: President and Chief Executive Officer

*[Signature Page to Plan of Bank Merger]*

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the date first written above.

**NBT BANK, N.A.**

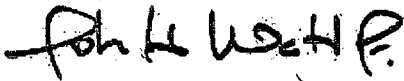
By: \_\_\_\_\_  
Name: John H. Watt, Jr.  
Title: President and Chief Executive Officer

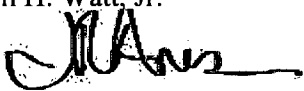
**SALISBURY BANK AND TRUST COMPANY**

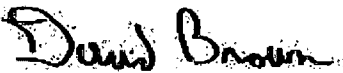
By: RM, CA  
Name: Richard J. Cantele, Jr.  
Title: President and Chief Executive Officer

By the Board of Directors of NBT Bank, National Association:

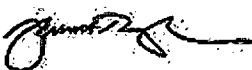
  
\_\_\_\_\_  
Martin A. Dietrich

  
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John H. Watt, Jr.

  
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Johanna R. Ames


  
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J. David Brown

  
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Timothy E. Delaney

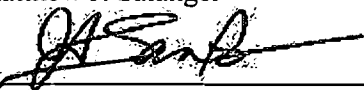
  
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James H. Douglas

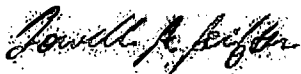
  
\_\_\_\_\_  
Heidi M. Hoeller

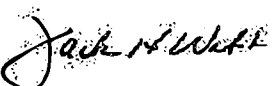
  
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Andrew S. Kowalczyk, III

  
\_\_\_\_\_  
V. Daniel Robinson, II

  
\_\_\_\_\_  
Matthew J. Salanger

  
\_\_\_\_\_  
Joseph A. Santangelo

  
\_\_\_\_\_  
Lowell A. Seifter

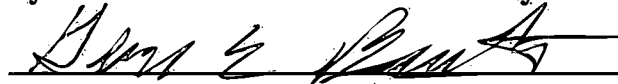
  
\_\_\_\_\_  
Jack H. Webb

[Signature Page to Plan of Bank Merger]

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TRADEMARK

By the Board of Directors of Salisbury Bank and Trust Company:



George E. Banta

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Arthur J. Bassin

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Richard J. Cantele, Jr.

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David B. Farrell

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Paul S. Hoffner

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Holly J. Nelson

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Neila B. Radin

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Grace E. Schalkwyk

*[Signature Page to Plan of Bank Merger]*

By the Board of Directors of Salisbury Bank and Trust Company:

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George E. Barta



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Arthur J. Bassia

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Richard J. Canzale, Jr.

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David B. Farrell

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Paul S. Hoffner

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Holly J. Nelson

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Neila B. Radin

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Grace E. Schalkwyk

*[Signature Page to Plan of Bank Merger]*

**By the Board of Directors of Salisbury Bank and Trust Company:**

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George E. Banta

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Arthur J. Bassin

*Richard J. Cantele, Jr.*

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Richard J. Cantele, Jr.

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David B. Farrell

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Paul S. Hoffner

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Holly J. Nelson

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Neila B. Radin

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Grace E. Schalkwyk

*[Signature Page to Plan of Bank Merger]*



**By the Board of Directors of Salisbury Bank and Trust Company:**

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George E. Banta

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Arthur J. Bassin

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Richard J. Cantele, Jr.

  
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David B. Farrell

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Paul S. Hoffner

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Holly J. Nelson

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Neila B. Radin

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Grace E. Schalkwyk

[Signature Page to Plan of Bank Merger]

By the Board of Directors of Salisbury Bank and Trust Company:

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George E. Banta

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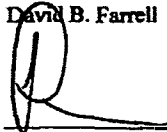
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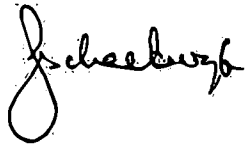
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Holly J. Nelson

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Grace E. Schalkwyk

*[Signature Page to Plan of Bank Merger]*

**FIRST AMENDMENT TO PLAN OF BANK MERGER**

This **FIRST AMENDMENT TO PLAN OF BANK MERGER** (this "Amendment") is dated as of August 9, 2023, by and between NBT Bank, National Association, a federally-chartered national banking association ("NBT Bank"), and Salisbury Bank and Trust Company, a Connecticut-chartered bank ("Salisbury Bank").

**WHEREAS**, NBT Bank and Salisbury Bank are parties to that certain Plan of Bank Merger, dated as of December 5, 2022 (the "Agreement"); and

**WHEREAS**, in accordance with Section 7 of the Agreement, the parties desire to modify the terms of the Agreement as set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of the Agreement. This Amendment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

2. Amendments.

a. The first paragraph on page 1 of the Agreement, before the "WITNESSETH" section, is hereby amended and restated to read in its entirety as follows:

"**This AMENDED PLAN OF BANK MERGER** (this "Agreement") is dated as of August 9, 2023, by and between NBT Bank, National Association, a national banking association ("NBT Bank"), and Salisbury Bank and Trust Company, a Connecticut-chartered bank ("Salisbury Bank"). All terms used herein and not defined herein shall have the meanings assigned thereto in the Merger Agreement (as defined below)."

b. The third "Whereas" clause of the Agreement is hereby amended and restated to read in its entirety as follows:

"**WHEREAS**, NBT and Salisbury desire that, immediately after the merger of Salisbury with and into NBT, Salisbury Bank merge with and into NBT Bank pursuant to the Amended Agreement and Plan of Merger, dated as of August 9, 2023, by and among NBT, NBT Bank, Salisbury and Salisbury Bank (the "Merger Agreement");"

c. Section 1(b) of the Agreement is hereby amended and restated to read in its entirety as follows:

"(b) Name and Purpose. At the Effective Time, the name of the Surviving Bank shall be "NBT Bank, National Association". The purpose of the Surviving Bank shall be to exist as a national banking association and to engage in activities incidental thereto in a manner consistent with federal laws and regulations applicable to national banking associations."

d. Section 1(c) of the Agreement is hereby amended and restated to read in its entirety as follows:

“(c) Amended and Restated Articles of Association. From and after the Effective Time, the Amended and Restated Articles of Association of NBT Bank, as amended and in effect immediately prior to the Effective Time, shall be the Amended and Restated Articles of Association of the Surviving Bank until amended in accordance with applicable law.”

e. Section 1(d) of the Agreement is hereby amended and restated to read in its entirety as follows:

“(d) Second Amended and Restated Bylaws. From and after the Effective Time, the Second Amended and Restated Bylaws of NBT Bank, as in effect immediately prior to the Effective Time, shall be the Second Amended and Restated Bylaws of the Surviving Bank until amended in accordance with applicable law.”

f. Section 1(e) of the Agreement is hereby amended and restated to read in its entirety as follows:

“(e) Capital Stock. From and after the Effective Time, (i) each share of Salisbury Bank Stock issued and outstanding immediately prior to the Effective Time shall be canceled, and (ii) each share of common stock, par value \$5.00 per share, of NBT Bank (“NBT Bank Stock”) issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall constitute the only shares of capital stock of the Surviving Bank issued and outstanding following consummation of the Bank Merger, until thereafter amended in accordance with applicable law and the Amended and Restated Articles of Association of the Surviving Bank. No shares of NBT Bank Stock shall be allocated to the sole shareholder of Salisbury Bank in the Bank Merger and no cash shall be paid to the sole shareholder of Salisbury Bank in the Bank Merger. As of the date of this Agreement, the capital stock of NBT Bank consists of 5,000,000 shares of NBT Bank Stock, for a total of \$25,000,000 in outstanding capital stock of NBT Bank.”

g. Section 1(f) of the Agreement is hereby amended and restated to read in its entirety as follows:

“(f) Directors. The directors of the Surviving Bank immediately after the Effective Time shall consist of (i) the directors of the Surviving Bank immediately prior to the Effective Time and (ii) one director to be selected by NBT Bank upon consultation with Salisbury Bank and who is a member of the board of directors of Salisbury Bank immediately prior to the Effective Time (the “New Bank Board Member”). The board of directors of NBT Bank shall appoint the New Bank Board Member in accordance with applicable laws and regulations and NBT Bank’s Amended and Restated Articles of Association and Second Amended and Restated Bylaws. The appointment shall be effective at the Effective Time, and the New Bank Board Member shall hold office until the next annual meeting of the shareholders of the Surviving Bank, subject to the Surviving Bank’s customary background screening and evaluation procedures for potential directors. The board of directors of the Surviving Bank shall nominate and recommend to its sole shareholder, NBT, the New Bank Board Member for appointment, and NBT shall appoint the New Bank Board Member, for a one-year term at the

Surviving Bank's first annual shareholder meeting following the Effective Time. Each of the directors of the Surviving Bank immediately after the Effective Time shall hold office until his or her successor is elected and qualified or otherwise in accordance with the Amended and Restated Articles of Association and Amended and Second Restated Bylaws of the Surviving Bank. In accordance with its Second Amended and Restated Bylaws, the total number of Directors at any one time holding office shall not be less than five (5) nor more than twenty-five (25)."

h. Section 1(g) of the Agreement is hereby amended and restated to read in its entirety as follows:

"(g) Officers. The officers of the Surviving Bank immediately after the Effective Time shall consist of the officers of the Surviving Bank in office immediately prior to the Effective Time, with the addition of Richard J. Cantele, Jr. as an officer of the Surviving Bank, with such title and duties to be determined by the board of directors of NBT Bank prior to the Closing."

i. Section 6 of the Agreement is hereby amended and restated to read in its entirety as follows:

Effective Date and Effective Time. The Bank Merger provided for herein shall become effective on August 12, 2023 at 12:01 a.m. Eastern Time."

j. The signature line of the Agreement for NBT Bank is hereby amended and restated to replace "NBT Bank, N.A." with "NBT Bank, National Association".

3. Full Force and Effect. By executing this Amendment, the parties hereto ratify and affirm the Agreement and acknowledge and agree that, except as expressly amended hereby, all terms and provisions of the Agreement remain unmodified and in full force and effect.

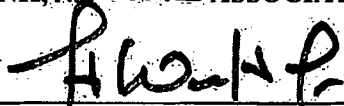
4. References to the Agreement. After giving effect to this Amendment, each reference in the Agreement to "this Agreement," "hereof," "hereunder," "herein," "hereby" or words of like import referring to the Agreement shall refer to the Agreement, as amended by this Amendment.

*(Remainder of page intentionally left blank)*



IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first written above.

**NBT BANK, NATIONAL ASSOCIATION**

By:   
Name: John H. Watt, Jr.  
Title: President and Chief Executive Officer

**SALISBURY BANK AND TRUST COMPANY**

By: \_\_\_\_\_  
Name: Richard J. Cantele, Jr.  
Title: President and Chief Executive Officer

*[Signature Page to First Amendment to Plan of Bank Merger]*

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Amendment as of the date first written above.

**NBT BANK, NATIONAL ASSOCIATION**

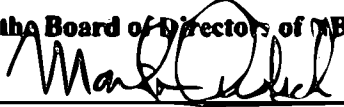
By: \_\_\_\_\_  
Name: John H. Watt, Jr.  
Title: President and Chief Executive Officer


**SALISBURY BANK AND TRUST COMPANY**

By: RM, CA \_\_\_\_\_  
Name: Richard J. Cantele, Jr.  
Title: President and Chief Executive Officer

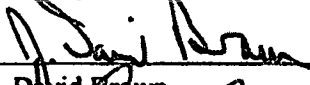
*[Signature Page to First Amendment to Plan of Bank Merger]*

By the Board of Directors of **MBT Bank, National Association:**

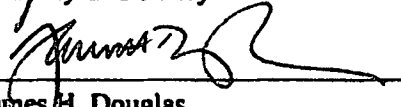
  
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Martin A. Dietrich

  
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John H. Watt, Jr.


  
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Johanna B. Ames

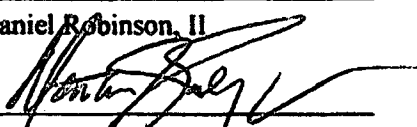
  
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J. David Brown

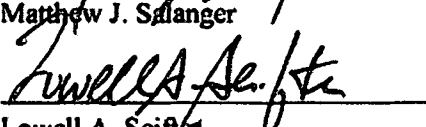
  
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Timothy E. Delaney

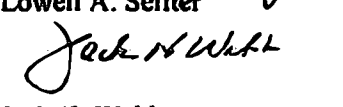
  
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James H. Douglas

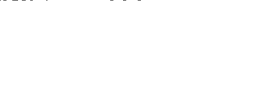
  
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Heidi M. Hoeller

  
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Andrew S. Kowalczyk, III

  
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V. Daniel Robinson, II

  
\_\_\_\_\_  
Matthew J. Salanger

  
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Lowell A. Seifter

  
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Jack H. Webb

[Signature Page to First Amendment to Plan of Bank Merger]

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**By the Board of Directors of Salisbury Bank and Trust Company:**

/s/ George E. Banta

George E. Banta

/s/ Arthur J. Bassin

Arthur J. Bassin

/s/ Richard J. Cantele, Jr.

Richard J. Cantele, Jr.

/s/ David B. Farrell

David B. Farrell

/s/ Paul S. Hoffner

Paul S. Hoffner

/s/ Holly J. Nelson

Holly J. Nelson

/s/ Neila B. Radin

Neila B. Radin

/s/ Grace E. Schalkwyk

Grace E. Schalkwyk

*[Signature Page to First Amendment to Plan of Bank Merger]*