

NBT BANCORP INC
Form 424B3
December 30, 2005

**Filed Pursuant to Rule 424(b)(3)
Registration No. 333-127098**

MERGER PROPOSAL YOUR VOTE IS IMPORTANT

The Boards of Directors of NBT Bancorp Inc. and CNB Bancorp, Inc. have approved an agreement and plan of merger, pursuant to which CNB will merge with and into NBT. The consummation of the merger is subject to customary conditions such as shareholder and regulatory approvals.

If the merger takes place, you will receive either 1.64 shares of NBT common stock or \$38.00 in cash for each share of CNB common stock you own, unless you exercise your dissenter's rights. You will have the opportunity to elect the form of consideration to be received for your shares (all stock, all cash, or a combination thereof), subject to allocation procedures set forth in the merger agreement which are intended to ensure that 55% of the outstanding shares of CNB common stock will be converted into shares of NBT common stock and the remaining outstanding shares of CNB common stock will be converted into cash. Therefore, your ability to receive all stock or all cash will depend on the elections of other CNB shareholders. If the price of NBT's common stock falls below thresholds established in the merger agreement, CNB may terminate the merger agreement unless NBT decides to increase the exchange ratio.

We expect that the merger will generally be tax-free with respect to any NBT common stock that you receive and will generally be taxable with respect to any cash that you receive. NBT's common stock is traded on the Nasdaq Stock Market National Market Tier under the symbol NBTB. On December 23, 2005, the closing sale price of NBT's common stock was \$22.74, as reported on the Nasdaq Stock Market National Market Tier. CNB's common stock trades on the OTC Bulletin Board under the trading symbol CNBI.OB.

This is a prospectus of NBT relating to its offering of up to 2,283,173 shares of NBT common stock to CNB shareholders in the proposed merger and a proxy statement of CNB. This document contains important information about NBT, CNB, the merger and the conditions that must be satisfied before the merger can occur. Please give all the information your careful attention.

For a discussion of the risks related to the merger, see Risk Factors on page 13.

Your vote is very important. The merger agreement and the merger must be approved by the holders of at least two-thirds of the outstanding shares of CNB's common stock. Whether or not you plan to attend the special meeting of stockholders, please take the time to vote by submitting a valid proxy, by completing the enclosed proxy card and mailing it in the enclosed envelope or, if the option is available to you, by granting your proxy electronically over the Internet or by telephone. If you do not vote at all, that will, in effect, count as a vote against the merger proposal. If your shares are held in street name, you must instruct your broker in order to vote. We urge you to vote FOR the merger proposal.

Chairman, President and Chief Executive Officer

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued in connection with the merger or determined if this proxy statement/prospectus is accurate or complete. Any representation to the contrary is a criminal offense. The shares of NBT common stock are not savings deposit accounts or other obligations of any bank or savings association, and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency.

The date of this proxy statement/prospectus is December 28, 2005
and is first being mailed to shareholders on December 29, 2005

WHERE YOU CAN FIND ADDITIONAL INFORMATION

This proxy statement/ prospectus incorporates important business and financial information about NBT and CNB from other documents that are not included in or delivered with this proxy statement/ prospectus. This information is available to you without charge upon your written or oral request. You can obtain those documents incorporated by reference in this proxy statement/ prospectus by accessing the Securities and Exchange Commission's website maintained at <http://www.sec.gov> or by requesting copies in writing or by telephone from the appropriate company at the following addresses:

NBT BANCORP INC.

52 South Broad Street

Norwich, NY 13815

Attention: Michael J. Chewens

Senior Executive Vice President and

Chief Financial Officer

(607) 337-2265

CNB BANCORP, INC.

10-24 North Main Street, P.O. Box 873

Gloversville, NY 12078

Attention: George A. Morgan

Executive Vice President and Chief Financial Officer

(518) 773-7911

If you would like to request documents, please do so by February 1, 2006 in order to receive them before the CNB special shareholder meeting. If you request any documents incorporated by reference from us, we will mail them to you promptly by first-class mail, or similar means.

See *Where You Can Find More Information* on page 53.

CNB BANCORP, INC.
10-24 North Main Street, P.O. Box 873
Gloversville, NY 12078
(518) 773-7911

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
To Be Held on February 8, 2006

A special meeting of shareholders of CNB Bancorp, Inc. will be held on February 8, 2006, at 4:00 p.m., local time at The Holiday Inn, 308 North Comrie Avenue, Johnstown, New York for the following purposes:

1. To consider and vote on a proposal to approve and adopt the Agreement and Plan of Merger, dated as of June 13, 2005, by and between NBT Bancorp Inc. and CNB Bancorp, Inc., the merger of CNB into NBT and the other transactions contemplated by the merger agreement, as described in the attached proxy statement/prospectus.
2. To transact any other business that properly comes before the special meeting, or any adjournments or postponements of the meeting, including, without limitation, a motion to adjourn the special meeting to another time and/or place for the purpose of soliciting additional proxies in order to approve the merger agreement and the merger or otherwise.

You are entitled to notice of and to vote at the special meeting or any adjournments or postponements thereof only if you were a holder of record of CNB's common stock at the close of business on December 20, 2005.

CNB's Board of Directors has determined that the merger is advisable and is fair to and in the best interest of CNB's shareholders, has unanimously approved the merger agreement and the merger, and recommends that you vote to approve the merger agreement and the merger.

The affirmative vote of two-thirds of the shares of CNB's common stock outstanding on December 20, 2005, is required to approve the merger agreement and the merger. The required vote of CNB's shareholders is based on the total number of shares of CNB's common stock outstanding and not on the number of shares which are actually voted. Not returning a proxy card, not submitting your proxy by telephone or on the Internet (if that option is available to you), or not voting in person at the special meeting or abstaining from voting will have the same effect as voting AGAINST the merger agreement and the merger.

If you hold CNB common stock on the record date, you are entitled to dissent from the merger under Section 623 of the New York Business Corporation Law. A copy of this section is attached at Appendix C to the proxy statement/prospectus.

It is very important that your shares be represented at the special meeting. Whether or not you plan to attend the special meeting, please complete, date and sign the enclosed proxy card and return it as soon as possible in the enclosed postage-paid envelope, or, if the option is available to you, submit your proxy by telephone or on the Internet. A shareholder who executes a proxy may revoke it at any time before it is exercised by giving written notice to the Secretary of CNB at the address set forth above, by subsequently filing another proxy or by attending the special meeting and voting in person. Do not send your stock certificate with your proxy card.

By order of the Board of Directors

William N. Smith
Chairman, President and Chief Executive Officer

Gloversville, New York
December 28, 2005

Your vote is important. Please complete, sign, date and return your proxy card or, if the option is available to you, submit your proxy electronically over the Internet or by telephone. If your shares are held in street name, you must

instruct your broker in order to vote.

TABLE OF CONTENTS

	Page
QUESTIONS AND ANSWERS ABOUT THE MERGER	1
SUMMARY	4
MARKET PRICES AND DIVIDENDS	7
NBT's Common Stock	7
CNB's Common Stock	7
Share Information and Market Prices	8
Comparative Per Share Data	8
SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA	10
RISK FACTORS	13
SHAREHOLDER MEETING OF CNB BANCORP, INC.	15
Matters to be Considered at the Special Meeting	15
Record Date and Voting	15
Required Vote; Revocability of Proxies	16
Solicitation of Proxies	17
THE MERGER	18
The Parties	18
Background of the Merger	19
Reasons for the Merger and the Recommendation of CNB's Board of Directors	20
Purpose and Effects of the Merger	22
Structure	22
Merger Consideration	22
Election Procedures; Surrender of Stock Certificates	23
Treatment of CNB Stock Options	25
Regulatory Approvals	26
Conditions to the Merger	27
Conduct of Business Pending the Merger	27
Representations and Warranties	29
Fairness Opinion of Austin Associates, LLC	29
Termination and Amendment of the Merger Agreement	35
Material Federal Income Tax Consequences	36
Accounting Treatment	40
Resales of NBT's Common Stock Received in the Merger	40
Employee Benefits	40
Dissenters' Appraisal Rights	40
Voting Agreement	42
Interests of CNB Directors and Executive Officers in the Merger That are Different Than Yours	42
SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN BENEFICIAL OWNERS OF CNB	45
COMPARISON OF STOCKHOLDER RIGHTS AND DESCRIPTION OF CAPITAL STOCK	46
Comparison of Stockholders' Rights	46
Description of NBT Capital Stock	49
Stockholder Rights Plan	50
Registrar And Transfer Agent	51
Applicable Law	51
WHERE YOU CAN FIND MORE INFORMATION	53
INCORPORATION OF DOCUMENTS BY REFERENCE	54

NBT Filings	54
CNB Filings	54
CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS	55
SHAREHOLDER PROPOSALS	55
OTHER MATTERS	56
EXPERTS	56
INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM	56
LEGAL MATTERS	56
FINANCIAL INFORMATION	
Appendix A Agreement and Plan of Merger	A-1
Appendix B Fairness Opinion of Austin Associates, LLC	B-1
Appendix C Section 623 of the New York Business Corporation Law	C-1

QUESTIONS AND ANSWERS ABOUT THE MERGER

Q: Why are NBT and CNB proposing the transaction?

A: The CNB Board of Directors believes that the merger presents a unique opportunity to merge with a leading community financial institution in central New York that will have significantly greater financial strength and earning power than CNB would have on its own, as well as the added scale necessary to undertake and solidify leadership positions in key business lines.

Q: What will I receive in the merger?

A: If the merger agreement is approved and the merger is subsequently completed, each share of CNB common stock (other than shares of dissenting shareholders) will be converted into the right to receive 1.64 shares of NBT common stock, or \$38.00 in cash, without interest. You will have the opportunity to elect the form of consideration to be received for your shares (all stock, all cash, or a combination thereof), subject to allocation procedures set forth in the merger agreement which are intended to ensure that 55% of the outstanding shares of CNB common stock will be converted into the shares of NBT common stock and the remaining outstanding shares of CNB common stock will be converted into cash. Therefore, your ability to receive all stock, all cash or a combination thereof will depend on the elections of other CNB shareholders. NBT will pay cash instead of issuing fractional shares. If the price of NBT's common stock falls below thresholds established in the merger agreement, CNB may terminate the merger agreement unless NBT decides to increase the exchange ratio. See [The Merger Termination and Amendment of the Merger Agreement](#).

Q: How do I make an election?

A: Each CNB shareholder has been sent, together with this proxy statement /prospectus, an election form, which you should complete and return, along with your CNB stock certificate(s), according to the instructions printed on the form. The election deadline will be 5:00 p.m. local time in Norwich, New York, on February 3, 2006. If you do not send in the election form with your stock certificates by the deadline, you will be deemed not to have made an election and you may be paid in cash, NBT common stock or a mix of cash and stock depending on, and after giving effect to, the number of valid cash elections and stock elections that have been made by other CNB shareholders. If you own shares of CNB common stock in street name through a bank, broker or other financial institution, and you wish to make an election, you should seek instructions from the financial institution holding your shares concerning how to make your election. See [The Merger Election Procedures; Surrender of Stock Certificates](#).

Q: Can I change my election?

A: You may change your election at any time prior to the election deadline by submitting to NBT Bank, NA, the exchange agent for the merger, written notice accompanied by a properly completed and signed, revised election form. You may revoke your election by submitting written notice to NBT Bank, NA prior to the election deadline or by withdrawing your stock certificates prior to the election deadline. Shareholders will not be entitled to change or revoke their elections following the election deadline. If you instructed a bank, broker or other financial institution to submit an election for your shares, you must follow their directions for changing those instructions.

Q: What happens to my future dividends?

A:

Edgar Filing: NBT BANCORP INC - Form 424B3

Before the merger takes place, CNB expects to continue to pay regular quarterly cash dividends on its common stock, which currently are \$0.21 per share, provided that CNB will not declare or pay a dividend in the quarter during which the closing will take place if it will result in holders of CNB common stock receiving dividends on both CNB common stock and NBT common stock received in the merger in respect of such quarter. After the merger, any dividends will be based on what NBT pays. NBT presently pays dividends at a quarterly dividend rate of \$0.19 per share of NBT common stock, which is equivalent to \$0.31 per share of

CNB common stock, assuming a 1.64 share exchange ratio.

Q: How many votes are needed to approve the merger?

A: Two-thirds of the outstanding shares of CNB's common stock must vote in favor of the merger agreement in order for it to be adopted and for the merger to be approved. Accordingly, the failure to vote on this proposal will have the same effect as a vote against the proposal.

Each of the named executive officers and directors of CNB individually have entered into an agreement with NBT to vote their shares of CNB common stock in favor of the merger agreement and against any competing proposal. These shareholders hold approximately 6% of CNB's outstanding common stock as of November 30, 2005.

Q: What do I need to do now?

A: *With respect to the special meeting* Just indicate on the enclosed proxy card how you want to vote, and sign, date and return it as soon as possible in the enclosed envelope or submit a proxy over the Internet or by telephone by following the instructions on the enclosed proxy card. If you sign and send in your proxy card and do not indicate how you want to vote, your proxy card will be voted FOR approval of the merger agreement and the merger. Not returning a proxy card, not submitting your proxy by telephone or on the Internet (if that option is available to you), or not voting in person at the special meeting or abstaining from voting will have the same effect as voting AGAINST the merger agreement and the merger. Please refer to the voting instruction card used by your bank, broker or other financial institution to see if you may submit voting instructions using the Internet or telephone.

You can choose to attend the special meeting and vote your shares in person instead of completing and returning a proxy card. If you do complete and return a proxy card, you may change your vote at any time up to and including the time of the vote on the day of the special meeting by following the directions on page 16.

With respect to your share election You should complete and return the election form, together with your stock certificate(s), to NBT Bank, NA, the exchange agent for the merger, according to the instructions printed on the election form or, if your shares are held in street name, according to the instructions of your bank, broker or other financial institution. **Do not send your CNB stock certificates and/or your election form with your proxy card.**

Q: Who can vote?

A: You are entitled to vote at the CNB special meeting if you owned shares of CNB common stock at the close of business on December 20, 2005. You will have one vote for each share of CNB common stock that you owned at that time.

Q: If my shares are held in street name by my broker, will my broker vote my shares for me?

A: Your broker does not have discretion to vote your shares for you on the merger proposal. Your broker will be able to vote your shares only if you provide instructions on how to vote. You should instruct your broker to vote your shares, following the directions your broker provides. Shares that are not voted because you do not instruct your broker effectively will be counted as votes against the merger.

Q: Can I change my vote after I have mailed my signed proxy card?

A: Yes. There are three ways for you to revoke your proxy and change your vote. First, you may send a written notice to the Secretary of CNB at 10-24 North Main Street, P.O. Box 873 Gloversville, NY 12078 stating that you would like to revoke your proxy. Second, you may complete and submit a new proxy card or submit another

proxy by telephone or on the Internet. Third, you may vote in person at the special meeting. If you have instructed a broker to vote your shares, you must follow directions received from your broker to change your vote.

Q: When will the merger close?

A: The merger is expected to close as soon as possible after the receipt of CNB shareholder

2

and regulatory approvals. We currently anticipate that this will occur in the first quarter of 2006.

Q: What do I do with my stock certificates?

A: Please do not send your stock certificates with your proxy card. Rather, you should send your CNB common stock certificates to NBT Bank, NA, the exchange agent for the merger, with your completed, signed election form prior to the election deadline. If you do not send in the election form with your stock certificates by the election deadline, you will be deemed not to have made an election and you may receive cash, NBT common stock or a mixture of cash and stock, for each share of your CNB common stock in the merger.

Q: What needs to be done to complete the merger?

A: Completion of the merger depends on a number of conditions being met. In addition to compliance with the merger agreement, these include:

1. Approval of the merger agreement and merger by CNB shareholders.
2. Approval of the merger by federal and state regulatory authorities.
3. Approval by the Nasdaq National Market of listing of NBT's common stock to be issued in the merger.
4. The absence of any injunction or legal restraint blocking the merger or government proceedings trying to block the merger.

When the law permits, NBT or CNB could decide to complete the merger even though one or more of these conditions hasn't been met. We can't be certain when, or if, all of the conditions to the merger will be satisfied or waived, or that the merger will be completed.

Q: Whom can I call with questions or to obtain copies of this proxy statement/ prospectus and other documents?

A: William N. Smith, Chairman, President and Chief Executive Officer
CNB Bancorp, Inc.
10-24 North Main Street, P.O. Box 873
Gloversville, NY 12078
(518) 773-7911

CNB shareholders may also contact CNB's proxy solicitor, D.F. King & Co., Inc. at (800) 829-6551.

A copy of the merger agreement including each of its exhibits and the other documents described in this proxy statement/ prospectus will be provided to you promptly without charge if you call or write to Michael J. Chewens, Senior Executive Vice President and Chief Financial Officer, NBT Bancorp Inc., 52 South Broad Street, Norwich, NY 13815, (607) 337-2265. Such documents were also filed as exhibits to the registration statement filed with the SEC to register the shares of NBT's common stock to be issued in the merger. See [Where You Can Find More Information](#).

SUMMARY

The following is a summary of information located elsewhere in this document. It does not contain all of the information that is important to you. Before you vote, you should give careful consideration to all of the information contained in or incorporated by reference into this document to fully understand the merger. See **Where You Can Find More Information** on page 53. Each item in this summary refers to the page where that subject is discussed in more detail.

Material Federal Income Tax Consequences (page 36)

Those CNB shareholders who receive both NBT common stock and cash for their CNB common stock will generally recognize gain equal to the lesser of (1) the amount of cash received and (2) the excess of the amount realized in the transaction (*i.e.*, the fair market value of the NBT common stock at the effective time of the merger plus the amount of cash received), over their tax basis in their CNB common stock. We expect the transaction to be tax-free to holders of CNB common stock for United States federal income tax purposes to the extent that they receive solely shares of NBT common stock pursuant to the merger. Those holders receiving solely cash for their CNB common stock will generally recognize gain or loss equal to the difference between the amount of cash received and their tax basis in their shares of CNB common stock. Different tax consequences may apply to you because of your individual circumstances or because special tax rules apply to you, for example, if you:

are a tax-exempt organization;

are a mutual fund;

are a dealer in securities or foreign currencies;

are a bank or other financial institution;

are an insurance company;

are a non-United States person;

are subject to the alternative minimum tax;

are a trader in securities who elects to apply a mark-to-market method of accounting;

acquired your shares of CNB's common stock from the exercise of options or otherwise as compensation or through a qualified retirement plan;

hold shares of CNB's common stock as part of a straddle, hedge, constructive sale or conversion transaction; or

do not hold shares of CNB's common stock as capital assets.

Tax matters are very complicated. You should consult your tax advisor for a full explanation of the tax consequences of the merger to you.

Reasons for the Merger (page 20)

The CNB Board of Directors believes that the merger presents a unique opportunity to merge with a leading community financial institution in central New York that will have significantly greater financial strength and earning power than CNB would have on its own, as well as the added scale necessary to undertake and solidify leadership positions in key business lines.

CNB Board of Directors Recommends Approval (page 20)

The CNB Board of Directors unanimously approved the merger agreement and the merger and unanimously recommends that you vote **FOR** approval of these matters.

In the Opinion of CNB's Financial Advisor, the Consideration is Fair, From a Financial Point of View, to CNB's Shareholders (page 29)

In deciding to approve the merger, CNB's Board of Directors considered the opinion of Austin Associates, LLC, CNB's financial advisor. The opinion concluded that the proposed consideration to be received by the holders of CNB's common stock in the merger is fair to the shareholders from a financial point of view. This opinion is attached as Appendix B to this document. We encourage you to read this opinion carefully in order to completely understand the assumptions made, matters considered and limitation of the review made by Austin Associates, LLC, Inc. in providing this opinion.

Dissenters Appraisal Rights in the Merger (page 40)

Under New York law, you are entitled to dissenters' rights of appraisal in connection with the merger. If you want to assert your appraisal rights, you must follow carefully the procedures described at Appendix C, and summarized at pages 40-41 of this document.

Differences in the Rights of Shareholders (page 46)

The rights of CNB shareholders who continue as NBT shareholders after the merger will be governed by the certificate of incorporation and bylaws of NBT rather than the certificate of incorporation and bylaws of CNB. These rights will be governed by the laws of Delaware, as the state of NBT's incorporation, rather than the laws of New York, the state where CNB is organized.

CNB's Officers and Directors Have Interests in the Merger Which May Be Different From Yours (pages 42-44)

At the close of business on November 30, 2005, excluding all options to purchase CNB common stock, CNB's directors, named executive officers and their affiliates owned a total of 137,487 shares of CNB's common stock, which was approximately 6% of the total number of shares of CNB's common stock that were outstanding on that date. Each of CNB's directors and named executive officers have agreed to vote his or her shares in favor of the merger agreement and merger.

Additionally, some of CNB's directors and named executive officers may have interests in the merger as directors and employees that may be different from yours as a CNB shareholder. These interests include new agreements with certain named executive officers of CNB, the appointment of two members of the Board of Directors of CNB to the Board of Directors of NBT Bank and the appointment of each other member of the Board of Directors of CNB to the newly-formed Fulton County Advisory Board. These interests are described at pages 42-44.

Regulatory Approvals We Must Obtain to

Complete the Merger (page 26)

For the merger to take place, we need to receive the regulatory approvals of the Office of the Comptroller of the Currency, the State of New York Banking Department and the Federal Reserve Bank of New York. We have filed applications with each of these regulators and we have received all of the required approvals.

Termination of the Merger Agreement (page 35)

The merger agreement specifies a number of situations when NBT and CNB may terminate the merger agreement, which are described on page 35. The merger agreement may be terminated at any time prior to the effective time by our mutual consent and by either of us under specified circumstances, including if the merger is not consummated by March 31, 2006, if we do not receive the necessary shareholder or regulatory approvals or if the other party breaches its agreements. CNB may terminate if NBT's common stock price falls below thresholds set forth in the merger agreement and NBT does not increase the exchange ratio pursuant to a prescribed formula.

Information About the Special Meeting (page 15)

A special meeting of CNB shareholders will be held on February 8, 2006, at 4:00 p.m., local time at The Holiday Inn, 308 North Comrie Avenue, Johnstown, New York to vote on the merger agreement, the merger, and the other transactions contemplated by the merger agreement, and to address any other matters that properly come before the special meeting, or any adjournments or postponements of the meeting, including a motion to adjourn the special meeting to another time and/or place to solicit additional proxies in favor of the merger agreement and the merger or otherwise.

The Companies Involved in the Merger (page 18)

NBT Bancorp Inc.
52 South Broad Street, P.O. Box 351
Norwich, New York 13815

NBT is a registered bank holding company incorporated in Delaware and headquartered in Norwich, New York. At September 30, 2005, NBT had total consolidated assets of \$4.4 billion, total deposits of \$3.2 billion, and stockholders equity of \$332.2 million, or 7.6% of total assets.

CNB Bancorp, Inc.

10-24 North Main Street, P.O. Box 873

Gloversville, NY 12078

CNB is a registered bank holding company incorporated in the State of New York and headquartered in Gloversville, New York. At September 30, 2005, CNB had total assets of \$404.1 million, total deposits of \$329.8 million, and stockholders equity of \$41.0 million, or 10.1% of total assets.

MARKET PRICES AND DIVIDENDS**NBT's Common Stock**

NBT's common stock trades on the Nasdaq Stock Market National Market Tier under the symbol NBTB. The table below sets forth the range of high and low sale prices of NBT's common stock as reported on Nasdaq, as well as cash dividends paid during the periods indicated:

	Market Price		Cash Dividends Paid
	High	Low	
Quarter Ended:			
March 31, 2003	\$ 18.60	\$ 16.75	\$ 0.17
June 30, 2003	19.94	17.37	0.17
September 30, 2003	21.76	19.24	0.17
December 31, 2003	22.78	19.50	0.17
March 31, 2004	23.00	21.21	0.17
June 30, 2004	23.18	19.92	0.19
September 30, 2004	24.34	21.02	0.19
December 31, 2004	26.84	21.94	0.19
March 31, 2005	25.66	21.48	0.19
June 30, 2005	24.15	20.10	0.19
September 30, 2005	25.50	22.79	0.19

On June 13, 2005, the last trading day before the public announcement of the merger, the closing price of NBT's common stock on the Nasdaq Stock Market National Market Tier was \$23.59. On December 23, 2005, the most recent practicable date before the printing of this document, the closing price of NBT's common stock on the Nasdaq Stock Market National Market Tier was \$22.74.

CNB's Common Stock

CNB's common stock trades on the OTC Bulletin Board under the trading symbol CNBI.OB. and is inactively traded. The table below sets forth the range of prices of this security known to management based on records of the Company and as supplied by Ryan, Beck and Co. on a quarterly basis and the quarterly cash dividends paid during the periods indicated:

	Market Price		Cash Dividends Paid
	High	Low	
Quarter Ended:			
March 31, 2003	\$ 26.65	\$ 23.20	\$ 0.19
June 30, 2003	28.00	22.01	0.19
September 30, 2003	29.00	25.50	0.19
December 31, 2003	27.50	25.60	0.19
March 31, 2004	26.90	22.40	0.20
June 30, 2004	26.75	24.00	0.20

Edgar Filing: NBT BANCORP INC - Form 424B3

September 30, 2004	26.75	23.99	0.20
December 31, 2004	27.75	26.25	0.20
March 31, 2005	29.00	25.55	0.21
June 30, 2005	38.00	25.25	0.21
September 30, 2005	39.70	37.25	0.21

Share Information and Market Prices

The table below presents the per share closing prices of NBT's and CNB's common stock as of the dates specified and the equivalent per share price for CNB common stock on (1) June 13, 2005, which was the last trading date before public announcement of the merger agreement, and (2) December 20, 2005, the last practicable date before printing of this proxy statement/ prospectus. The equivalent price per share column is calculated by valuing the NBT common stock at its closing price on the relevant date, multiplying this value by the estimated 2,008,592 shares of NBT common stock being issued in the merger, and adding to this amount the estimated cash consideration of \$38,078,622. This total consideration is then divided by the total number of shares of CNB common stock outstanding as of each relevant date (2,223,950 shares on June 13, 2005 and 2,280,244 shares on December 20, 2005). For more information about the exchange ratio and how it may be increased, see "The Merger" Merger Consideration, and for more information about the stock prices and dividends of NBT and CNB, see "Market Prices and Dividends."

Date	Last Reported Sale Price		
	NBT's Common Stock	CNB's Common Stock	Equivalent Per Share Data
June 13, 2005	\$ 23.59	\$ 26.75	\$ 38.43
December 20, 2005	\$ 22.73	\$ 37.15	\$ 37.58

The market price of NBT's common stock will fluctuate between the date of this proxy statement/ prospectus and the date on which the merger takes place. CNB's shareholders are advised to obtain current market quotations for NBT's common stock. No assurance can be given as to the market price of NBT's common stock at the time of the merger, although CNB may terminate the merger agreement if NBT's common stock price falls below certain thresholds and NBT does not increase the exchange ratio pursuant to a prescribed formula. See "The Merger Termination and Amendment to the Merger Agreement."

Comparative Per Share Data

The following table shows historical information about net income per share, cash dividends per share and book value per share, and similar information reflecting the merger, which we refer to as "pro forma" information. In presenting the comparative pro forma information for the time periods shown, we assumed that we had been merged throughout those periods. The pro forma information reflects the purchase method of accounting. The pro forma information also assumes 55% of the merger consideration paid in stock and 45% in cash. NBT intends to issue trust preferred securities in aggregate principal amount of \$50 million in connection with the funding of the cash portion of the merger consideration.

The information listed as "equivalent pro forma" was obtained by multiplying the pro forma amounts by the quotient obtained by dividing the NBT Common Stock to be issued in the merger by the 1.64 share exchange ratio.

We expect that we will incur merger and integration charges as a result of combining our companies. We also anticipate that the merger will provide the combined company with financial benefits that include reduced operating expenses. These changes and benefits are not reflected in the pro forma data. While helpful in illustrating the financial characteristics of the combined company under one set of assumptions, the pro forma information does not reflect these anticipated financial benefits and, accordingly, does not attempt to predict or suggest future results. It also does not necessarily reflect what the historical results of the combined company would have been had our companies been combined.

The information in the following table is based on, and you should read it together with, the historical financial information that NBT and CNB have presented in prior filings with the SEC and which is incorporated into this document by reference. See [Where You Can Find More Information](#) on page 53 for a description of where you can find our prior filings.

	At or for the Nine Months Ended September 30, 2005	At or for the Year Ended December 31, 2004
Net Income per Common Share (Basic):		
NBT historical	\$ 1.21	\$ 1.53
CNB historical	0.96	2.04
Pro Forma Combined	1.17	1.53
Equivalent Pro Forma	1.92	2.51
Net Income per Common Share (Diluted):		
NBT historical	1.20	1.51
CNB historical	0.94	2.03
Pro Forma Combined	1.16	1.51
Equivalent Pro Forma	1.90	2.48
Cash Dividends per Common Share:		
NBT historical	0.57	0.74
CNB historical	0.63	0.80
Pro Forma Combined	0.57	0.74
Equivalent Pro Forma	0.93	1.21
Book Value per Common Share:		
NBT historical	10.25	10.11
CNB historical	18.03	18.04
Pro Forma Combined	11.05	10.89
Equivalent Pro Forma	18.12	17.85

SELECTED CONSOLIDATED FINANCIAL AND OTHER DATA

The tables below present selected consolidated financial and other data for NBT and CNB as of the dates and for the periods indicated. The data for NBT is based on and should be read in conjunction with NBT's historical consolidated financial statements and related notes which are presented in its prior filings with the SEC, and which are incorporated by reference into this document. The data for CNB is based on and should be read in conjunction with CNB's historical consolidated financial statements and the notes thereto, which are presented in its prior filings with the SEC, which are incorporated by reference into this document. See [Where You Can Find More Information](#). In the opinion of management of NBT and CNB, all adjustments necessary for a fair presentation of financial position and results of operations have been included.

Selected Consolidated Financial Data NBT (Dollars in Thousands)

	At or for the Nine Months Ended September 30,		At or for the Year Ended December 31,				
	2005	2004	2004	2003	2002	2001	2000
<i>Financial Condition and Other Data</i>							
Trading securities at fair value	\$	\$	\$	\$	\$	\$	\$ 20,540
Securities available for sale, at fair value	942,770	978,925	952,542	980,961	1,007,583	909,341	936,757
Securities held to maturity, at amortized cost	89,660	77,826	81,782	97,204	82,514	101,604	110,415
Loans and leases	3,003,103	2,814,553	2,869,921	2,639,976	2,355,932	2,339,636	2,247,655
Allowance for loan and lease losses	47,550	44,539	44,932	42,651	40,167	44,746	32,494
Assets	4,385,621	4,201,089	4,212,304	4,046,885	3,723,726	3,638,202	3,605,506
Deposits	3,212,173	3,090,629	3,073,838	3,001,351	2,922,040	2,915,612	2,843,868
Borrowings	794,266	732,885	752,066	672,631	451,076	394,344	425,233
Stockholders equity	332,168	325,378	332,233	310,034	292,382	266,355	269,641
<i>Operating Data</i>							
Interest, fee and dividend income	173,609	155,758	\$ 210,179	\$ 207,298	\$ 227,222	\$ 255,434	\$ 260,381
Interest expense	55,520	43,932	59,692	62,874	80,402	117,502	113,003
Net interest income	118,089	111,826	150,487	144,424	146,820	137,932	127,378
Provision for loan and lease losses	6,868	6,865	9,615	9,111	9,073	31,929	10,143
Noninterest income	32,807	30,493	40,673	37,603	31,934	31,826	24,854

excluding securities gains (losses)							
Securities gains (losses), net	(690)	56	216	175	(413)	(7,692)	(2,273)
Merger, acquisition and reorganization costs						15,322	23,625
Other noninterest expense	86,156	80,370	109,777	104,517	102,455	110,536	95,509
Income before income taxes	17,739	17,584	71,984	68,574	66,813	4,279	20,682
Net income	39,443	37,556	50,047	47,104	44,999	3,737	14,154

Significant Statistical Data NBT

	At or for the Nine Months Ended September 30,		At or for the Year Ended December 31,				
	2005	2004	2004	2003	2002	2001	2000
<i>Per Common Share:</i>							
Basic earnings	\$ 1.21	\$ 1.15	\$ 1.53	\$ 1.45	\$ 1.36	\$ 0.11	\$ 0.44
Diluted earnings	1.20	1.14	1.51	1.43	1.35	0.11	0.44
Cash dividends paid	0.57	0.55	0.74	0.68	0.68	0.68	0.68
Book value at period end	10.25	9.93	10.11	9.46	8.96	8.05	8.29
Tangible book value at period end	8.66	8.42	8.66	7.94	7.47	6.51	6.88
Average diluted common shares outstanding	32,762	33,064	33,087	32,844	33,235	33,085	32,405
<i>Key Ratios:</i>							
Average equity to average assets	7.66	7.71	7.74	7.69	7.64	7.82	7.35
Net interest margin	4.04	4.03	4.03	4.16	4.43	4.19	4.02
Dividend payout ratio	46.96	47.97	49.01	47.55	50.37	618.18	154.55
Tier 1 leverage	6.99	6.96	7.13	6.76	6.73	6.34	6.88
Tier 1 risk-based capital	9.56	9.61	9.78	9.96	9.93	9.43	9.85
Total risk-based capital	10.82	10.86	11.04	11.21	11.18	10.69	11.08
Return on average assets	1.23%	1.23%	1.21%	1.22%	1.23%	0.10%	0.41%
Return on average equity	16.03%	15.91%	15.69%	15.90%	16.13%	1.32%	5.57%

Selected Consolidated Financial Data and Significant Statistical Data CNB (Dollars in Thousands)

	At or for the Nine Months Ended September 30,		At or for the Year Ended December 31,				
	2005	2004	2004	2003	2002	2001	2000
<i>Financial Condition and Other Data</i>							
Securities available for sale, at fair value	159,379	186,163	189,176	163,251	144,219	120,249	106,845
Securities held to maturity, at amortized cost	7,237	8,441	7,587	9,711	9,569	9,955	15,653
Loans and leases	200,529	184,571	188,535	171,230	186,264	194,949	186,590
Allowance for loan losses	2,401	2,515	2,331	2,418	3,083	2,506	2,750
Assets	404,141	438,173	422,169	395,556	391,804	359,955	339,306
Deposits	329,799	352,810	331,634	308,247	300,616	279,227	270,474
Borrowings	30,938	43,754	48,543	47,860	52,689	44,618	33,128
Stockholders equity	40,987	39,883	40,021	38,040	36,884	34,649	33,993
<i>Operating Data</i>							
Interest, fee and dividend income	15,178	14,500	19,551	19,705	22,046	24,053	23,760
Interest expense	4,717	4,068	5,476	6,716	8,300	11,408	12,091
Net interest income	10,461	10,432	14,075	12,989	13,746	12,645	11,669
Provision for loan losses	195	425	500	1,290	1,165	525	219
Noninterest income excluding securities gains (losses)	1,805	1,723	2,193	2,284	2,254	2,109	1,762
Securities gains (losses), net	241	416	416	30	33	15	
Other noninterest expense	9,470	7,224	9,943	9,232	8,419	8,403	7,932
Income before income taxes	2,842	4,922	6,241	4,781	6,449	5,841	5,280
Net income	2,143	3,541	4,509	3,653	4,632	4,032	3,705

Significant Statistical Data CNB (Dollars in Thousands)

	At or for the Nine Months Ended September 30,		At or for the Year Ended December 31,				
	2005	2004	2004	2003	2002	2001	2000

Per Common Share:

Edgar Filing: NBT BANCORP INC - Form 424B3

Basic earnings	\$ 0.96	\$ 1.60	\$ 2.04	\$ 1.65	\$ 42.05	\$ 1.75	\$ 1.56
Diluted earnings	0.94	1.60	2.03	1.64	2.03	1.72	1.54
Cash dividends paid	0.63	0.60	0.80	0.76	0.70	0.66	0.62
Book value at period end	18.03	18.00	18.04	17.22	16.58	15.22	14.49
Tangible book value at period end	15.03	14.96	15.02	15.26	14.59	13.24	12.40
Average diluted common shares outstanding	2,268	2,219	2,222	2,226	2,281	2,342	2,404
Key Ratios:							
Average equity to average assets	9.76%	9.56%	9.60%	9.50%	9.55%	9.74%	9.65%
Net interest margin	3.84	3.99	3.95	3.77	4.14	4.04	3.98
Dividend payout ratio	65.75	37.48	39.28	46.13	34.09	37.70	39.84
Tier 1 leverage	8.6	7.8	7.66	8.28	7.89	8.38	8.87
Tier 1 risk-based capital	16.1	14.8	15.15	16.22	14.87	14.72	15.54
Total risk-based capital	17.2	16.0	16.27	17.48	16.16	15.96	16.80
Return on average assets	0.68%	1.18%	1.10%	0.92%	1.22%	1.14%	1.12%
Return on average equity	6.99%	12.31%	11.47%	9.66%	12.83%	11.68%	11.57%

RISK FACTORS

In addition to the other information included in this proxy statement/ prospectus (including the matters addressed in Cautionary Note Regarding Forward-Looking Statements on page 55), you should carefully consider the matters described below in determining whether to approve the merger agreement and whether to make a cash or stock election. Please also refer to the additional risk factors identified in the periodic reports and other documents of NBT and CNB incorporated by reference into this document and listed in Where You Can Find More Information.

The price of NBT common stock will fluctuate before and after the merger, which could increase or decrease the value of the merger consideration received by CNB shareholders receiving NBT common stock.

On June 13, 2005, the day before the merger was announced, the closing price of a share of NBT common stock was \$23.59. On December 23, 2005, the most recent practicable date before the mailing of this proxy statement/prospectus, the closing price was \$22.74. Based on these closing prices and the 1.64 exchange ratio, the implied value of the merger consideration consisting of NBT common stock was \$38.69 on June 13, 2005 and \$37.29 on December 23, 2005. The price of NBT common stock may increase or decrease before and after completion of the merger. Therefore, the market value of NBT common stock received by a CNB shareholder in connection with the merger could be lower than the market value of NBT stock on June 13, 2005, December 23, 2005 or the closing date of the merger, and the market value of the stock consideration could be less than the \$38.00 cash consideration received by shareholders receiving the cash consideration. The market value of NBT stock received by a CNB shareholder in connection with the merger could also be higher than those trading prices, and shareholders receiving the cash consideration could receive cash worth less than the market value of the stock consideration. The market price of NBT stock fluctuates based upon general market economic conditions, NBT's business and prospects and other factors.

NBT may fail to realize the anticipated benefits of the merger.

The success of the merger will depend on, among other things, NBT's ability to realize anticipated cost savings and to combine the businesses of NBT and CNB in a manner that does not materially disrupt the existing customer relationships of CNB nor result in decreased revenues resulting from any loss of customers. If NBT is not able to successfully achieve these objectives, the anticipated benefits of the merger may not be realized fully or at all or may take longer to realize than expected.

NBT and CNB have operated and, until the completion of the merger, will continue to operate, independently. It is possible that the integration process could result in the loss of key employees, the disruption of CNB's ongoing businesses or inconsistencies in standards, controls, procedures and policies that adversely affect the ability of NBT to maintain relationships with customers and employees or to achieve the anticipated benefits of the merger.

Shareholders may receive a form of consideration different from what they elect.

While each CNB shareholder may elect to receive cash or NBT common stock in the merger, 55% of the CNB common stock outstanding at the completion of the merger will be converted into NBT common stock, with the remainder converted into cash. Therefore, if CNB shareholders elect more cash or stock than is available under the merger agreement, elections for the over-subscribed form of merger consideration will be prorated. As a result, if either a cash or stock election proves to be more popular among CNB shareholders, and you choose the election that is more popular, you might receive a portion of your consideration in the form of consideration that you did not elect.

If you tender shares of CNB common stock to make an election, you will not be able to sell or otherwise transfer those shares until after the merger, unless you revoke your election prior to the election deadline.

To make a cash or stock election, you must deliver your stock certificate(s) to the exchange agent (or follow the procedures for guaranteed delivery). The deadline for doing this is 5:00 p.m. local time in Norwich, New York, on February 3, 2006. You will not be able to sell or otherwise transfer any shares of CNB common stock that you have delivered, unless you revoke your election before the deadline by providing written notice to the exchange agent. If you do not revoke your election, you will not be able to liquidate your investment in CNB common stock for any reason until you receive cash or NBT common stock in the merger. In the time between delivery of your shares and the closing of the merger, the trading price of CNB or NBT common stock may decrease, and you might otherwise want to sell your shares of CNB common stock to gain access to cash, make other investment opportunities or reduce the potential for an additional decrease in the value of your investment.

The date that you will receive your merger consideration depends on the completion date of the merger, which is expected to occur in the first quarter of 2006. The completion date of the merger might be later than expected due to unforeseen events.

The merger agreement limits CNB's ability to pursue alternatives to the merger.

The merger agreement contains terms and conditions that make it difficult for CNB to sell its business to a party other than NBT. These "no shop" provisions impose restrictions on CNB that, subject to certain exceptions, limit CNB's ability to discuss or facilitate competing third-party proposals to acquire all or a significant part of CNB.

In addition, the board of directors of CNB has agreed that it will not recommend a competing acquisition proposal and that it will not withdraw or negatively modify the recommendation that CNB shareholders vote for the merger, subject to limited exceptions. While the board of directors could take such actions if it determined that the failure to do so would violate its fiduciary duties, doing so would entitle NBT to terminate the merger agreement and may entitle it to receive a termination fee. CNB will also be required to pay the termination fee if a competing acquisition proposal has been made known to CNB or its shareholders and the merger agreement is subsequently terminated for a variety of reasons (including because CNB shareholders fail to approve the merger or because CNB willfully breaches the merger agreement), and CNB completes, or enters into an agreement for, an alternative acquisition transaction during the 12 months after the termination of the merger agreement.

NBT required CNB to agree to these provisions as a condition to NBT's willingness to enter into the merger agreement. However, these provisions might discourage a third party that might have an interest in acquiring all or a significant part of CNB from considering or proposing that acquisition even if it were prepared to pay consideration with a higher per share market price than the current proposed merger consideration, and the termination fee might result in a potential competing acquirer proposing to pay a lower per share price to acquire CNB than it might otherwise have proposed to pay.

CNB's executive officers and directors have financial interests in the merger that are different from your interest as a CNB shareholder.

CNB executive officers negotiated the merger agreement with NBT, and the board of directors approved the agreement and is recommending that CNB shareholders vote for the agreement. In considering these facts and the other information contained in this proxy statement/ prospectus, you should be aware that CNB's executive officers and directors have financial interests in the merger in addition to the interests that they share with you as a CNB shareholder. These interests include:

the payment of certain severance benefits under existing change in control agreements and new employee retention agreements.

the appointment of Timothy E. Delaney and Brian K. Hanaburgh to the board of directors of NBT Bank, N.A.

the accelerated vesting of all outstanding unvested stock options, including options for up to 25,425 shares of common stock held by CNB's executive officers and directors.

the appointment of each member of CNB's Boards of Directors, other than Messrs. Delaney and Hanaburgh, to a newly created Fulton County Advisory Board, for which each advisory board member will receive a \$1,000 fee for each meeting attended.

the agreement by NBT to indemnify CNB directors and officers.

See the discussion under the heading "Interests of CNB Directors and Executive Officers in the Merger That are Different Than Yours."

SHAREHOLDER MEETING OF CNB BANCORP, INC.

Matters to be Considered at the Special Meeting

We are first mailing this document to the holders of CNB's common stock on or about December 29, 2005. It is accompanied by a proxy card furnished in connection with the solicitation of proxies by the CNB Board of Directors for use at the special meeting of CNB's shareholders on February 8, 2006, at 4:00 p.m., local time, at The Holiday Inn, 308 North Comrie Avenue, Johnstown, New York. At the special meeting, the holders of CNB's common stock will consider and vote on:

the proposal to approve and adopt the merger agreement, the merger and the other transactions contemplated by the merger agreement, and

any other business that properly comes before the special meeting, or any adjournments or postponements of the meeting, including, without limitation, a motion to adjourn the special meeting to another time and/or place for the purpose of soliciting additional proxies in order to approve the merger agreement and the merger or otherwise.

Record Date and Voting

The CNB Board of Directors has fixed the close of business on December 20, 2005 as the record date for determining the CNB shareholders entitled to receive notice of and to vote at the special meeting. Only holders of record of CNB's common stock at the close of business on that day will be entitled to vote at the special meeting or at any adjournment or postponement of the meeting. At the close of business on December 20, 2005, there were 2,280,244 shares of CNB's common stock outstanding and entitled to vote at the special meeting, held by approximately 672 shareholders of record.

Each holder of CNB's common stock on December 20, 2005 will be entitled to one vote for each share held of record on each matter that is properly submitted at the special meeting or any adjournment or postponement of the meeting. The presence, in person or by proxy, of the holders of a majority of CNB's common stock issued and outstanding and entitled to vote at the special meeting is necessary to constitute a quorum. Abstentions and broker non-votes will be included in the calculation of the number of shares represented at the special meeting in order to determine whether a quorum has been achieved. Since approval of the merger agreement requires the affirmative vote of the holders of at least two-thirds of the shares of CNB's common stock issued and outstanding, abstentions and broker non-votes will have the same effect as a vote against the merger agreement.

If a quorum is not obtained, or if fewer shares of CNB's common stock are voted in favor of the proposal for approval of the merger agreement than the number required for approval, it is expected that the special meeting will be adjourned to allow additional time for obtaining additional proxies. In that event, proxies will be voted to approve an adjournment, except for proxies as to which instructions have been given to vote against the merger agreement.

If your proxy card is properly executed and received by CNB in time to be voted at the special meeting, the shares represented by the proxy card will be voted in accordance with the instructions marked

on the proxy card. Executed proxies with no instructions indicated on the proxy card will be voted FOR the merger agreement and the merger.

The CNB Board of Directors is not aware of any other matters that may properly come before the special meeting. If any other matters properly come before the special meeting, the persons named in the accompanying proxy will vote the shares represented by all properly executed proxies on those matters as determined by a majority of the CNB Board of Directors.

You are requested to complete, date and sign the accompanying proxy form and to return it promptly in the enclosed postage-paid envelope or, if the option is available to you, to grant your proxy electronically over the Internet or by telephone. Please refer to the voting instruction card used by your bank, broker or other financial institution to see if you may submit voting instructions using the Internet or telephone. The enclosed proxy card is different from the blue election form that you can use to elect to receive cash or stock in the merger. Do not return your proxy card with the election form. For information about the election form, see *The Merger Election Procedures; Surrender of Stock Certificates* . To vote on the merger agreement, you need to complete the proxy card properly and return it in the enclosed envelope, grant your proxy electronically over the Internet or by telephone, or attend the special meeting and vote in person.

You should not forward any stock certificates with your proxy card. If you complete an election form, you should forward your CNB stock certificates to the exchange agent with the election form. If you do not complete an election form, if the merger takes place, CNB stock certificates should be delivered in accordance with instructions that will be sent to you by NBT's exchange agent promptly after the effective time of the merger.

Required Vote; Revocability of Proxies

In order to approve and adopt the merger agreement, the merger of CNB and NBT and the other transactions contemplated by the merger agreement, the holders of at least two-thirds of the shares of CNB's common stock issued and outstanding on December 20, 2005, must affirmatively vote FOR the merger agreement and the merger.

The required vote of CNB's shareholders is based on the total number of outstanding shares of CNB's common stock and not on the number of shares which are actually voted. Not returning a proxy card or submitting your proxy by telephone or on the Internet (if the option is available to you), not voting in person at the special meeting or abstaining from voting all will have the same effect as voting AGAINST the merger agreement and the merger.

The directors and named executive officers of CNB beneficially owned as of November 30, 2005, a total of 137,487 shares of CNB's common stock (excluding all options to purchase shares of CNB's common stock), which was approximately 6% of the outstanding shares of CNB's common stock on that date. The directors and named executive officers have agreed to vote their shares in favor of the merger agreement and the merger and against competing proposals.

If you submit a proxy card or submit a proxy over the Internet or by telephone by following the instructions on the enclosed proxy card, attending the special meeting will not automatically revoke your proxy. However, you may revoke a proxy at any time before it is voted by:

delivering to the Secretary of CNB, 10-24 North Main Street, P.O. Box 873, Gloversville, New York 12078-0873, a written notice of revocation before the special meeting,

delivering to CNB a duly executed proxy bearing a later date before the special meeting or submitting another proxy by telephone or over the Internet (your latest telephone or Internet voting instructions are followed), or

attending the special meeting and voting in person.

Solicitation of Proxies

In addition to solicitation by mail, directors, officers and employees of CNB may solicit proxies for the special meeting from shareholders personally or by telephone or telecopier without receiving additional compensation for these activities. The cost of soliciting proxies will be paid by CNB. CNB also will make arrangements with brokerage firms and other custodians, nominees and fiduciaries to send proxy materials to their principals and will reimburse those parties for their expenses in doing so. CNB has retained D.F. King & Co., Inc. to assist in soliciting proxies for the meeting and to send proxy materials to brokerage houses and other custodians, nominees and fiduciaries for transmittal to their principals, at a cost of \$6,500 plus out-of-pocket expenses.

THE MERGER

The information in this section is qualified in its entirety by reference to the full text of the merger agreement including the exhibits attached thereto, a copy of which is attached to this proxy statement/ prospectus as Exhibit A and which is incorporated by reference into this document.

The Parties

NBT and CNB have entered into an agreement and plan of merger. Under this agreement, CNB will merge with and into NBT, and immediately thereafter City National Bank and Trust Company, which is a wholly owned subsidiary of CNB, will be merged with and into NBT Bank, N.A., a wholly owned subsidiary of NBT, with NBT and NBT Bank surviving. The consummation of the merger is subject to customary conditions such as shareholder and regulatory approvals.

NBT and NBT Bank

NBT is a registered bank holding company incorporated in the State of Delaware in 1986 that has elected financial holding company status, with its principal headquarters located in Norwich, New York. The Company is the parent holding company of NBT Bank, NBT Financial Services, Inc., and CNBF Capital Trust I. Through NBT Bank and NBT Financial, NBT operates as one segment focused on community banking operations. CNBF Capital Trust I was organized to raise additional Tier 1 capital. NBT's primary business consists of providing commercial banking and financial services to its customers in its market area. The principal assets of NBT are all of the outstanding shares of common stock of its direct subsidiaries, and its principal sources of revenue are the management fees and dividends it receives from NBT Bank and NBT Financial.

At September 30, 2005, NBT had total consolidated assets of \$4.4 billion, total deposits of \$3.2 billion, and stockholders' equity of \$332.2 million or 7.57% of total assets. At that date, NBT also had loans, net of \$2.96 billion, which included \$693 million in residential mortgage loans, \$1.0 billion in commercial loans and commercial real estate mortgages, \$453 million in home equity loans and \$471 million in consumer loans. At September 30, 2005, nonperforming assets, which include nonaccrual loans and loans past due 90 days or more and accruing, were \$13.6 million. At that date, NBT's allowance for loan losses was \$47.6 million, or 356.9% of nonperforming loans and 1.58% of total loans. For additional information about NBT that is incorporated by reference into this document, see Incorporation of Documents by Reference.

NBT, as a bank holding company, is regulated by the Board of Governors of the Federal Reserve System. NBT Bank, as a national bank, is regulated by the Office of the Comptroller of the Currency and to some extent by the Federal Deposit Insurance Corporation.

CNB and City National Bank

CNB is a registered bank holding company incorporated in the State of New York in 1989 that has elected financial holding company status, with its principal headquarters located in Gloversville, New York. The Company is the parent holding company of City National Bank. City National Bank is engaged in a general banking business with a range of banking and fiduciary services including checking, negotiable orders of withdrawal, savings and certificates of deposit. City National Bank also offers a wide range of loan products including commercial, real estate, and installment lending. Overdraft banking lines of credit are also provided.

At September 30, 2005, CNB had total assets of approximately \$404.1 million, total deposits of approximately \$329.8 million, and stockholders' equity of approximately \$41.0 million, or 10.1% of total assets. At that date, CNB also had loans, net of \$198.1 million. At September 30, 2005, CNB's allowance for loan losses was \$2.4 million, or 689.9% of nonperforming loans and 1.2% of net loans. For additional information about CNB that is incorporated by reference into this document, see Incorporation of Documents by Reference.

CNB, as a bank holding company, is regulated by the Board of Governors of the Federal Reserve System. City National Bank, as a national bank, is regulated by the Office of the Comptroller of the Currency and to some extent by the Federal Deposit Insurance Corporation.

Background of the Merger

In view of local economic conditions in CNB's markets, the planned retirement of CNB's Chief Executive Officer in 2006 and increased competition in the financial institutions industry, beginning in the second half of 2004, CNB's Board of Directors began to consider the steps it would need to take to enhance its community banking franchise and maximize shareholder value. The two primary alternatives that resulted from such discussions were to either remain an independent institution or engage in a strategic merger with a larger institution.

On January 19, 2005, the Board of Directors engaged Alex Sheshunoff & Co. (Sheshunoff) to help it evaluate the strategic options available for CNB. At a meeting of the Board of Directors held on February 28, 2005, the directors received and considered the views of Sheshunoff. Sheshunoff's presentation addressed trends in the banking industry, the future role of the community bank in a highly competitive environment, the relative success of others in maintaining profitable independence and various analyses of bank merger transactions. The Board of Directors carefully considered all of the information provided by Sheshunoff and, following numerous conversations during which the two primary strategic alternatives were addressed and analyzed, the CNB Board of Directors determined to investigate further the possibility of a business combination transaction with a larger financial institution.

In March 2005, the Board of Directors decided to retain Austin Associates, LLC (Austin Associates) based on its substantial expertise and experience in bank merger transactions, to assist the board in seeking and evaluating merger proposals from larger financial institutions. In addition, the board authorized management to consult with CNB's legal counsel to discuss the process of merging with a larger financial institution.

During the latter part of March and early April 2005, Austin Associates conducted due diligence on CNB. In April and May 2005, Austin Associates held discussions with seven institutions believed by it and CNB to be potentially interested in and financially and otherwise capable of engaging in a business combination with CNB. Five of these companies expressed interest and executed confidentiality agreements with CNB and received information about CNB. During the latter part of April and early May 2005, Messrs. Smith and Morgan, together with a principal of Austin Associates, met with management of the four companies who expressed an interest in continuing discussions about a potential merger transaction.

Following these meetings, three companies submitted preliminary, nonbinding indications of interest. At a meeting of the directors on May 10, 2005, the CNB Board of Directors reviewed with Austin Associates and CNB's legal advisors the merger process, the results of the discussions with the three interested companies and the three preliminary, nonbinding indications of interest that had been received. In addition, Austin Associates presented profiles of, and historical financial and performance data for, each of the three companies. At the conclusion of the May 10, 2005 meeting, the directors authorized management, with the assistance of Austin Associates, to continue discussions with NBT and one of the other companies that submitted a bid and to permit each to continue their due diligence review of CNB.

During the weeks of May 16 and 23, 2005, NBT and the other company conducted due diligence reviews of CNB. On May 23, 2005, management of NBT and management of the other company each made separate presentations to the CNB Board of Directors. Each company was instructed to submit a final, nonbinding indication of interest by June 1, 2005 along with comments on a draft merger agreement prepared by CNB's counsel.

On June 3, 2005, the directors again met with Austin Associates and counsel to consider the two final, nonbinding indications of interest, as well as the comments to the draft merger agreement. The Board of Directors thoroughly compared the two proposals, including the form and value of the consideration offered, plans for integration and treatment of employees, and the ability of each to complete the transaction. Counsel reviewed with directors their fiduciary duties. At the conclusion of the meeting,

the CNB Board of Directors determined that NBT's proposed price of \$38.00 per share of CNB common stock (55% in the form of NBT common stock and 45% in the form of cash) was more attractive than the other proposal and authorized management and CNB's legal and financial advisors to seek to negotiate the terms of a definitive merger agreement with NBT.

On June 13, 2005, the CNB Board of Directors held a special meeting to review the final terms of the proposed merger agreement. CNB's counsel summarized for the directors the negotiations that had occurred between representatives of CNB and NBT following the last board meeting on June 3, 2005 and reviewed with the board the terms and conditions of the final merger agreement in detail, as well as other relevant aspects of the proposed transaction. Following that review, Austin Associates again analyzed the financial terms of the transaction at length, and delivered its opinion that the merger consideration was fair, from a financial point of view, to the shareholders of CNB as of that date.

Based upon the CNB Board of Directors' review of the definitive terms of the transactions, the opinion of Austin Associates and other relevant factors, the CNB Board of Directors, by unanimous vote of all directors, concluded that the terms and conditions of the merger agreement were fair to, and in the best interests of, CNB and its shareholders, and authorized and approved the execution of the merger agreement.

Reasons for the Merger and the Recommendation of CNB's Board of Directors

CNB's Board of Directors has determined that the merger is fair to and in the best interests of CNB and its shareholders and, by the unanimous vote of all the directors of CNB present at the meeting, approved and adopted the merger agreement and the merger. **ACCORDINGLY, CNB'S BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR APPROVAL OF THE MERGER AGREEMENT.**

In the course of reaching its determination, CNB's Board of Directors consulted with its legal counsel regarding its fiduciary duties, the terms of the merger agreement and related issues; with its financial advisors regarding the financial aspects and the fairness of the transaction to the shareholders from a financial point of view; and with senior management of CNB regarding, among other things, operational matters.

In reaching its determination to approve the merger agreement, CNB's Board of Directors considered all factors it deemed material. The Board of Directors analyzed information with respect to the financial condition, results of operations, businesses and prospects of CNB. In this regard, CNB's Board of Directors considered the performance trends of CNB over the past several years. The Board of Directors compared CNB's current and anticipated future operating results to publicly available financial and other information for other similarly sized banking institutions. The board also considered the ability of CNB to grow as an independent institution, the prospects of CNB to make potential acquisitions, and its ability to further enhance shareholder value without engaging in a strategic transaction. In this regard, CNB's Board of Directors considered the long-term as well as the short-term interests of the bank and its shareholders, including whether those interests may best be served by the continued independence of the bank.

In reaching its decision to approve the merger agreement and the merger, the Board of Directors also considered a number of factors, including the following:

1. The merger represents an opportunity for CNB's shareholders to realize a premium over recent market prices for their common stock. The merger price per share represents a 42% premium over the closing price of CNB's common stock on the day before the merger was announced, and a 42% premium over the average closing price of CNB's common stock for the four-week period immediately preceding the merger announcement.

2. CNB's Board of Directors considered the opinion of Austin Associates that the merger consideration was fair to CNB's shareholders from a financial point of view, as described below under "Fairness Opinion of Austin Associates, LLC." CNB's Board of Directors reviewed the assumptions and results of the various valuation methodologies employed by Austin Associates in arriving at its opinion and found those assumptions and results to be reasonable.

3. CNB's Board of Directors considered the current operating environment, including but not limited to the continued consolidation and increasing competition in the banking and financial services industries, the prospects for further changes in these industries, and the importance of being able to capitalize on developing opportunities in these industries. CNB's Board of Directors also considered the current and prospective economic and competitive conditions facing CNB in its market areas. CNB's board also considered the challenges facing CNB in remaining an independent banking institution, the lack of opportunities to grow through potential acquisitions or merger of equals, and the difficulties of further enhancing shareholder value.

4. CNB's Board of Directors reviewed the terms and conditions of the merger agreement, including the parties' respective representations, warranties and covenants, the conditions to closing, and the fact that the merger agreement permits CNB's Board of Directors, in the exercise of its fiduciary duties, under certain conditions, to furnish information to, or engage in negotiations with, a third party which has submitted an unsolicited superior proposal to acquire CNB, and provisions providing for CNB's payment of a termination fee to NBT in certain circumstances.

5. CNB's Board of Directors considered the ability of NBT to pay the merger consideration, and accordingly, together with its financial advisor and management, reviewed NBT's financial condition, results of operations, liquidity and capital position.

6. CNB's Board of Directors considered the ability of NBT to consummate the transaction in an efficient and timely manner based on its history of consummating other acquisitions.

7. CNB's Board of Directors considered the likelihood of the merger being approved by the appropriate regulatory authorities. See "Regulatory Approvals" below for more information.

8. CNB's Board of Directors examined current financial market conditions and historical market prices and trading information with respect to shares of CNB common stock. In particular, the board noted the relative illiquidity of CNB's common stock.

9. CNB's Board of Directors considered the potential impact of the merger on CNB's customers. The board viewed the potential impact on customers as positive in view of NBT's history of providing exceptional service to customers, and the fact that the merger will enhance the services available to CNB's customers without sacrificing the personal attention and dedication that CNB has offered.

10. CNB's Board of Directors considered the merger's impact on CNB's employees. Although the board recognized that NBT did not make any commitment to retain any or all of CNB's offices and that certain of CNB's offices may be subject to closure, the board viewed the impact on employees as generally positive, in that they would become part of a more geographically diversified institution with greater resources and opportunities than CNB. In addition, the board looked favorably on NBT's commitment to Fulton County as evidenced by its agreement to maintain the CNB headquarters facility in downtown Gloversville, NY as a regional hub office and its agreement to create a Fulton County Advisory Board.

11. CNB's Board of Directors considered community and societal considerations, and NBT's commitment to local civic groups, charitable organizations, and the towns and cities in which it operates.

12. CNB's Board of Directors also considered the fact that the shareholders of NBT would not be required to approve the merger agreement.

13. CNB's Board of Directors considered the advice of its financial advisor that the advisor had sought indications of interest from other financial institutions that were both most likely to have an interest in acquiring CNB and capable of consummating such an acquisition.

In approving the merger, CNB's Board of Directors was aware that as a result of the merger, CNB's common stock will no longer be publicly traded.

This description of the information and factors considered by CNB's Board of Directors is not intended to be exhaustive, but is believed to include all material factors the board considered. In determining whether to approve and recommend the merger agreement, CNB's Board of Directors did not assign any relative or

specific weights to any of the foregoing factors, and individual directors may have weighed factors differently. After deliberating with respect to the merger and the merger agreement, considering, among other things, the reasons discussed above and the opinion of Austin Associates referred to above, CNB's Board of Directors approved and adopted the merger agreement and the merger as being in the best interests of CNB and its shareholders, based on the total mix of information available to the board.

Purpose and Effects of the Merger

The purpose of the merger is to enable NBT to acquire the assets and business of CNB through the merger of NBT and CNB. After the merger, CNB's headquarters facility at 10-24 North Main Street in downtown Gloversville will remain open as a regional hub office and it is expected that some of CNB's other branch banking offices will remain open and will be operated as banking offices of NBT Bank.

NBT expects to achieve reductions in the current operating expenses of CNB upon the consolidation of CNB's operations into NBT Bank. Upon completion of the merger, except as discussed below, the issued and outstanding shares of CNB's common stock automatically will be converted into the merger consideration. See Merger Consideration.

Structure

CNB will merge with and into NBT, and immediately thereafter City National Bank, which is a wholly owned subsidiary of CNB, will be merged with and into NBT Bank, a wholly owned subsidiary of NBT, with NBT and NBT Bank surviving. When the merger takes place, except as discussed below, each issued and outstanding share of CNB's common stock will be converted into the right to receive cash and shares of NBT's common stock based on the merger consideration, as described below. Cash will be paid instead of fractional shares of NBT common stock. Shares of CNB's common stock held as treasury stock or held directly or indirectly by CNB, NBT or any of their subsidiaries, other than trust account shares and shares related to any previously contracted debt, will be canceled and shall cease to exist.

NBT and CNB expect that the merger will take place in the first quarter of 2006, or as soon as possible after we receive all required regulatory and shareholder approvals and all regulatory waiting periods expire. If the merger does not take place by March 31, 2006, the merger agreement may be terminated by either party (excluding any breaching party) unless both parties agree to extend it.

Merger Consideration

The merger agreement provides that CNB shareholders will have the right, with respect to each of their shares of CNB common stock, to elect to receive, subject to proration as described below, either (i) 1.64 shares of NBT's common stock, or (ii) \$38.00 in cash. However, if the price of NBT's common stock falls below thresholds set forth in the merger agreement, CNB may terminate the merger agreement unless NBT decides to increase the exchange ratio, which would result in NBT issuing more shares of its common stock to complete the merger. See Termination and Amendment of the Merger Agreement.

Non-Electing Shares. CNB shareholders who make no election to receive cash or NBT common stock in the merger, and CNB shareholders who do not make a valid election, will be deemed not to have made an election. Shareholders not making an election may be paid in cash, NBT common stock or a mix of cash and shares of NBT common stock depending on, and after giving effect to, the number of valid cash elections and stock elections that have been made by other CNB shareholders using the proration adjustments described below.

Election Limitations. The number of shares of CNB common stock that will be converted into NBT common stock in the merger is fixed at 55% of the total CNB common shares outstanding immediately before completion of the merger. The remainder, or 45%, of the CNB common shares will be converted into the cash consideration. Therefore, the cash and stock elections are subject to proration to preserve this requirement regarding the number of shares of NBT common stock to be issued and the cash to be paid in the merger. As a result, if you elect to receive only cash or only stock, you may nevertheless receive a mix of cash and stock.

Proration if Too Much Stock is Elected. If CNB shareholders elect to receive more NBT common stock than NBT has agreed to issue in the merger, then CNB shareholders who elected to receive cash or who have made no election will receive cash for each share of CNB common stock they own. All CNB shareholders who elected to receive NBT common stock will receive a pro rata portion of the available NBT shares plus the cash consideration for those shares not converted into NBT common stock.

Proration if Too Much Cash is Elected. If CNB shareholders elect to receive fewer shares of NBT common stock than NBT has agreed to issue in the merger, then all CNB shareholders who elected to receive NBT common stock will receive NBT common stock and those shareholders who have elected cash or have made no election will be treated in the following manner:

If the number of shares held by CNB shareholders who have made no election is sufficient to make up the shortfall in the number of NBT shares that NBT is required to issue, then all CNB shareholders who elected cash will receive cash, and those shareholders who made no election will receive a combination of cash and NBT common stock in whatever proportion is necessary to make up the shortfall.

If the number of shares held by CNB shareholders who have made no election is insufficient to make up the shortfall, then all of those shares will be converted into NBT common stock and those CNB shareholders who elected to receive cash will receive a combination of cash and NBT common stock in whatever proportion is necessary to make up the shortfall.

No guarantee can be made that you will receive solely stock or solely cash, if you so elect. As a result of the allocation procedures and other limitations outlined in this document and in the merger agreement, you may receive NBT common stock or cash in amounts that vary from the amounts you elect to receive.

Certificates for fractions of shares of NBT's common stock will not be issued. Instead of a fractional share of NBT's common stock, a CNB shareholder will be entitled to receive an amount of cash equal to the fraction of a share of NBT's common stock to which the shareholder would otherwise be entitled multiplied by the average of the daily closing prices per share for NBT's common stock for the five consecutive trading days immediately preceding, but not including, the closing date of the merger.

The conversion of CNB's common stock into merger consideration will occur automatically upon completion of the merger. Under the merger agreement, after the effective time of the merger, NBT will cause its exchange agent to pay the purchase price to each CNB shareholder who surrenders the appropriate documents to the exchange agent. In this document, we use the term purchase price to refer to the (i) shares (if any) of NBT's common stock, (ii) cash (if any) and (iii) any cash to be paid instead of a fraction of a share of NBT's common stock, payable to each holder of CNB's common stock.

Election Procedures; Surrender of Stock Certificates

An election form is being sent together with this proxy statement/ prospectus. The election form entitles the record holder of CNB common stock to indicate a preference to receive either (a) \$38.00 in cash, without interest, or (b) 1.64 shares of NBT common stock. If no election is made, then such holder shall receive cash, stock or a combination of cash and stock in the merger as outlined above.

To make an effective election, a record shareholder must submit a properly completed election form to NBT Bank, NA, which will be acting as the exchange agent, on or before 5:00 p.m. local time in Norwich, New York, on February 3, 2006. An election form will be deemed properly completed only if accompanied by stock certificates representing all shares of CNB common stock covered by the election form (or an appropriate guarantee of delivery). You may change your election at any time prior to the election deadline by written notice accompanied by a properly completed and signed, revised election form received by the exchange agent prior to the election deadline. You may revoke your election by written notice received by the exchange agent prior to the election deadline or by withdrawal of your stock certificates prior to the election deadline. All elections will be revoked automatically if the merger agreement is terminated.

Shareholders will not be entitled to revoke or change their elections following the election deadline. As a result, shareholders who have made elections will be unable to sell their shares of CNB common stock during the interval between the election deadline and the date of completion of the merger.

If stock certificates for CNB common stock are not immediately available or time will not permit the election form and other required documents to reach the exchange agent prior to the election deadline, CNB shares may be properly exchanged provided that:

- (1) such exchanges are made by or through a member firm of the Nasdaq National Market or another registered national securities exchange, or by a commercial bank or trust company having an office, branch or agency in the United States;
- (2) the exchange agent receives, prior to the election deadline, a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided with this proxy statement/ prospectus (delivered by hand, mail, telegram, telex or facsimile transmission); and
- (3) the exchange agent receives, within five business days after the election deadline, the certificates for all exchanged CNB shares, or confirmation of the delivery of all such certificates into the exchange agent's account with the Depository Trust Company in accordance with the proper procedures for such transfer, together with a properly completed and duly executed election form and any other documents required by the election form.

CNB shareholders who do not submit a properly completed election form or revoke their election form prior to the election deadline will have their shares of CNB common stock designated as non-election shares and will receive cash, stock or a combination of stock and cash as outlined above. CNB stock certificates represented by elections that have been revoked or not fulfilled will be returned without charge.

CNB shareholders who hold their shares of common stock in street name through a bank, broker or other financial institution, and who wish to make an election, should seek instructions from the financial institution holding their shares concerning how to make the election.

NBT will deposit with the exchange agent the certificates representing NBT's common stock and cash to be issued to CNB shareholders in exchange for CNB's common stock. As soon as practicable after the completion of the merger, the exchange agent will mail to CNB shareholders who do not submit election forms a letter of transmittal, together with instructions for the exchange of their CNB stock certificates for the merger consideration. Upon surrendering his or her certificate(s) representing shares of CNB's common stock, together with the signed letter of transmittal, the CNB shareholder shall be entitled to receive, as applicable (i) certificate(s) representing a number of whole shares of NBT's common stock determined in accordance with the exchange ratio, (ii) a check representing the amount of cash to which such holder shall have become entitled to, and (iii) a check representing the amount of cash in lieu of fractional shares. You will not be paid dividends or other distributions declared after the merger with respect to any NBT common stock into which your shares have been converted until you surrender your CNB stock certificates for exchange. No interest will be paid or accrue to CNB shareholders on the cash consideration, cash instead of fractional shares or unpaid dividends and distributions, if any. After the effective time of the merger, there will be no further transfers of the CNB common stock. CNB stock certificates presented for transfer after the completion of the merger will be canceled and exchanged for the merger consideration.

If your stock certificates have been lost, stolen or destroyed, you will have to prove your ownership of these certificates, certify that they were lost, stolen or destroyed and post a bond in such amount as NBT may reasonably direct before you receive any consideration for your shares. Upon request, NBT will send you instructions on how to provide evidence of ownership.

If any certificate representing shares of NBT's common stock is to be issued in a name other than that in which the certificate for shares surrendered in exchange is registered, or cash is to be paid to a person other than the registered holder, it will be a condition of issuance or payment that the certificate so

surrendered be properly endorsed or otherwise be in proper form for transfer and that the person requesting the exchange either:

pay to the exchange agent in advance any transfer or other taxes required by reason of the issuance of a certificate or payment to a person other than the registered holder of the certificate surrendered, or

establish to the satisfaction of the exchange agent that the tax has been paid or is not payable.

Any portion of the purchase price made available to the exchange agent that remains unclaimed by CNB shareholders for six months after the effective time of the merger will be returned to NBT. Any CNB shareholder who has not exchanged shares of CNB's common stock for the purchase price in accordance with the merger agreement before that time may look only to NBT for payment of the purchase price for these shares and any unpaid dividends or distributions after that time. Nonetheless, NBT, CNB, the exchange agent or any other person will not be liable to any CNB shareholder for any amount properly delivered to a public official under applicable abandoned property, escheat or similar laws.

Treatment of CNB Stock Options

Nonqualified Stock Options

CNB Stock Option Plan. In accordance with the CNB Stock Option Plan, in connection with the merger agreement, each outstanding option to purchase shares of CNB common stock under the CNB Stock Option Plan outstanding and unexercised immediately prior thereto will become vested, to the extent not already vested, and immediately exercisable. Each holder of an option to purchase shares of CNB common stock under the CNB Stock Option Plan will be given the opportunity to elect to receive at the effective time of the merger a cash payment equal to \$38.00 less the exercise price per share of the stock option, multiplied by the number of shares of CNB common stock subject to the stock option, less any required tax withholding. Upon consummation of the merger, all outstanding and unexercised options that have not otherwise been cashed-out pursuant to the foregoing election will terminate. CNB will provide each holder of an option to purchase shares of CNB common stock under the CNB Stock Option Plan written notice informing each such holder of their rights to exercise, the cash election, and the termination of any outstanding and unexercised options as of the effective time.

CNB Long Term Incentive Compensation Plan and Adirondack Financial Services Bancorp, Inc. 1998 Stock Option and Incentive Plan. Upon completion of the merger, all outstanding stock options under the CNB Long Term Incentive Compensation Plan and the Adirondack Financial Services Bancorp, Inc. 1998 Stock Option and Incentive Plan, whether or not such options are exercisable or vested, will be cancelled and converted into the right to receive, a cash payment equal to \$38.00 less the exercise price per share of the stock option, multiplied by the number of shares of CNB common stock subject to the stock option, less any required tax withholding. CNB will provide each holder of an option to purchase shares of CNB common stock under these plans a written notice informing each holder of their right to receive the cash payment and of the termination of any outstanding and unexercised options as of the effective time.

Incentive Stock Options

Upon completion of the merger, each CNB stock option that is an incentive option under Section 422 of the Internal Revenue Code of 1986, as amended, and outstanding and unexercised immediately thereto, whether or not exercisable or vested, will become vested and will be converted into an option to purchase shares of NBT common stock in an amount and at an exercise price determined on the following basis:

The number of shares of NBT common stock to be subject to the option immediately after the effective time of the merger will be equal to the product of the number of shares of CNB common stock subject to the option immediately before the merger, multiplied by 1.64. Any fractional shares of NBT common stock resulting from this multiplication will be rounded down to the nearest whole share; and

The exercise price per share of NBT common stock under the converted option immediately after the merger will be equal to the exercise price per share of CNB common stock under the option immediately before the merger divided by 1.64.

The adjustment will be made in a manner consistent with Section 424 of the Internal Revenue Code of 1986, as amended.

Regulatory Approvals

For the mergers of NBT and CNB and of NBT Bank and City National Bank to take place, we must receive approvals of the Office of the Comptroller of the Currency (the OCC), the Federal Reserve Bank of New York (the FRB), and the New York State Banking Department (NYSBD), or waivers of the applicable filing requirements. In this section, we refer to these approvals as the required regulatory approvals. NBT and CNB have received all the required regulatory approvals.

NBT Bank has filed with the OCC an application for approval of the merger of NBT Bank and City National Bank and received the required approval of the OCC on December 15, 2005. We refer to that merger in this section as the bank merger. The bank merger is subject to the approval of the OCC under the National Bank Consolidation and Merger Act, the Bank Merger Act provisions of the Federal Deposit Insurance Act and related OCC regulations. These approvals require consideration by the OCC of various factors, including assessments of the competitive effect of the contemplated transaction, the managerial and financial resources and future prospects of the resulting institution, the effectiveness of the institutions involved in combating money laundering, and the effect of the contemplated transaction on the convenience and needs of the communities to be served. The Community Reinvestment Act of 1977, commonly referred to as the CRA, also requires that the OCC, in deciding whether to approve the bank merger, assess the records of performance of NBT Bank and City National Bank in meeting the credit needs of the communities they serve, including low and moderate income neighborhoods. NBT Bank currently has an Outstanding CRA rating from the OCC. City National Bank currently has a Satisfactory CRA rating from the OCC. The OCC regulations require publication of notice and an opportunity for public comment concerning the applications filed in connection with the bank merger, and authorize the OCC to hold informal and formal meetings in connection with the applications if the OCC, after reviewing the applications or other materials, determines it desirable to do so or receives a request for an informal meeting. It is not unusual for the OCC to receive protests and other adverse comments from community groups and others. Any meeting or comments provided by third parties could prolong the period during which the merger is subject to review by the OCC. The bank merger may not take place for a period of either 15 or 30 days following OCC approval, during which time the Department of Justice has authority to challenge the merger on antitrust grounds. The OCC will determine the precise length of the period in consultation with the Department of Justice. The commencement of an antitrust action would stay the effectiveness of any approval granted by the OCC unless a court specifically orders otherwise. If the Department of Justice does not start a legal action during the waiting period, it may not challenge the transaction afterward, except in an action under Section 2 of the Sherman Antitrust Act.

NBT filed with the FRB an application under the Bank Holding Act of 1956, as amended, for approval of the merger of NBT and CNB. In processing this application, the FRB evaluated NBT under the same standards and using similar procedures as those set forth above for the Bank Merger Act filing with the OCC. The FRB approved NBT's application on December 14, 2005. This filing also is subject to a Department of Justice antitrust review period.

The Department of Justice has advised NBT that it will not challenge the bank merger or the merger of NBT and CNB, and that both mergers may take place 15 days after receipt of OCC or FRB approval, as applicable, in light of certain commitments made by NBT to the Department of Justice. These commitments generally require NBT, if it closes one or more branches of NBT Bank in Fulton County or Montgomery County, both in New York, within three years following the mergers, to sell or lease each such branch, to the extent that it may legally do so, to a commercial bank making an offer that is equivalent to, or better than, any offer received from a non-bank entity. In addition, for a period beginning December 2, 2005 and ending 180 days following the mergers, NBT committed to suspend operation of any existing non-compete

agreements with any current NBT or City National Bank loan officer or branch manager and committed not to enter into any new non-compete agreements with such individuals. NBT currently expects to close or consolidate up to three branches of NBT Bank in Fulton County and Montgomery County and will honor these commitments with respect to all branch closures or consolidation in these counties for the three-year period stated above. NBT does not expect that honoring the commitments will have a material adverse effect on the operations of NBT or NBT Bank following the mergers.

NBT also filed an application with the NYSBD to form a bank holding company for purposes of the New York Banking Law. The application was subject to NYSBD review and approval under Section 142 of the New York Banking Law. In determining whether to approve the application, the NYSBD was required to consider whether (i) approval is consistent with the declaration of policy contained in Section 10 of the New York Banking Law, (ii) the size of the proposed holding company would be consistent with adequate or sound banking and the preservation thereof, or would result in a concentration of assets beyond limits consistent with effective competition, (iii) the formation of the bank holding company may result in such a lessening of competition as to be injurious to the interest of the public or tend toward monopoly, and (iv) the proposed formation is consistent with the public interest and the needs and convenience thereof. As part of this analysis, the NYSBD considered the CRA ratings of the depository institutions involved and their records of meeting the credit needs of the entire community, including low- and moderate-income neighborhoods, as well as any public comments received on the proposal. The NYSBD conditionally approved NBT's filing on December 1, 2005.

NBT and CNB are not aware of any other material governmental approvals that are required for the holding company and bank mergers to take place that are not described above. If any other approval or action is required, we expect that we would seek the approval or take the necessary action.

Conditions to the Merger

Under the merger agreement, NBT and CNB are not obligated to complete the merger unless the following conditions are satisfied:

the FRB, OCC and NYSBD approval or non-objection of the merger or the bank merger and the expiration of all statutory waiting periods, or waiver of an applicable filing requirement;

approval of the merger agreement by the affirmative vote of two-thirds of the issued and outstanding shares of CNB;

the absence of any statute, law, regulation, order or decree by which the merger is restrained or enjoined;

the accuracy of the representations and warranties of the parties set forth in the merger agreement;

the absence of any changes in CNB's business, operations, condition, assets or liabilities that individually or in the aggregate has had or would reasonably be expected to have a material adverse effect on CNB;

the receipt of tax opinions that have been delivered by counsel to NBT and CNB to the effect that the merger will qualify as a tax-free reorganization under United States federal income tax laws; and

the registration statement relating to the merger is declared effective by the SEC.

Stockholder approval and regulatory approvals may not be legally waived.

Conduct of Business Pending the Merger

The merger agreement contains various restrictions on the operations of CNB before the effective time of the merger. In general, the merger agreement obligates CNB to continue to carry on its businesses in the ordinary course consistent with past practices and with prudent banking practices, with specific limitations on the lending activities and other operations of CNB.

In addition, CNB has agreed that, except as expressly contemplated by the merger agreement or specified in a schedule to the merger agreement, without the prior written consent of NBT, it will not, among other things:

enter into, amend in any material respect or terminate any contract or agreement, except in the ordinary course of business;

change compensation or benefits, except for merit increases or bonuses consistent with past practice in the ordinary course of business;

incur any capital expenditures in excess of \$25,000 individually or \$50,000 in the aggregate other than pursuant to binding commitments or necessary to maintain existing assets in good repair;

issue any additional shares of capital stock except under outstanding options, or grant any options, declare or pay any dividend other than its regular quarterly dividend; and

except for prior commitments previously disclosed to NBT, make any new loan or other credit facility commitment to any borrower or group of affiliated borrowers in excess of \$2,000,000 for a commercial real estate loan, \$500,000 for a secured commercial business loan, \$500,000 for a residential loan, \$2,000,000 for a construction loan, or \$100,000 for an unsecured loan, without the prior consent of NBT.

In addition to the covenants described under Conduct of Business Pending the Merger, the merger agreement contains various other customary covenants, including, among other things, access to information, each party's efforts to cause its representations and warranties to be true and correct on the closing date; and each party's agreement to use its reasonable best efforts to cause the merger to qualify as a tax-free reorganization.

Until the merger is completed or the merger agreement is terminated, CNB has agreed that it, its subsidiaries, its officers and its directors will not, among other things:

initiate, solicit or knowingly encourage any inquiries or the making of any acquisition proposal;

enter into, maintain or continue any discussions or negotiations regarding any acquisition proposals; and

agree to or endorse any acquisition proposal.

CNB may, however, furnish information regarding CNB to, or enter into and engage in discussion with, any person or entity in response to an unsolicited acquisition proposal by the person or entity relating to an acquisition proposal if:

CNB's board of directors determines in good faith after receipt of an opinion from its independent financial advisor and after consultation with its legal advisors, taking into account all legal, financial and regulatory aspects of the proposal and the person making the proposal, that such proposal is reasonably likely to result in a transaction more favorable than the merger, from a financial point-of-view, to CNB's stockholders;

CNB's board of directors determines in good faith, after consultation with its financial and legal advisors, that the action is required for CNB's directors to comply with their fiduciary obligations under applicable law;

CNB promptly notifies NBT of such inquiries, proposals or offers, the material terms of such inquiries, proposals or offers and the identity of the person making such inquiry, proposal or offer; and

The CNB special meeting has not yet occurred.

Representations and Warranties

The merger agreement contains a number of customary representations and warranties by NBT and CNB regarding aspects of their respective businesses, financial condition, structure and other facts pertinent to the merger that are customary for a transaction of this kind. They include, among other things:

- the organization, existence, and corporate power and authority, and capitalization of each of the companies;
 - the absence of conflicts with and violations of law and various documents; contracts and agreements;
 - the absence of any development materially adverse to the companies;
 - the absence of adverse material litigation;
 - the compliance of reports and financial statements filed with the Securities and Exchange Commission with the securities laws; and
 - the accuracy and completeness of the representations and warranties made in the merger agreement;
- and, with respect to CNB only:
- the existence, performance and legal effect of certain contracts;
 - no violations of law;
 - the filing of tax returns, payment of taxes and other tax matters;
 - labor and employee benefit matters; and
 - compliance with applicable environmental laws.

All representations, warranties and covenants of the parties, other than the covenants in specified sections which relate to continuing matters, terminate upon the merger.

Fairness Opinion of Austin Associates, LLC

CNB retained Austin Associates on March 14, 2005 to provide financial advisory services in connection with the potential sale of CNB. CNB selected Austin Associates as its financial adviser on the basis of Austin Associates historical relationship with CNB, and Austin Associates' experience and expertise in representing community banks in similar transactions.

On June 13, 2005, Austin Associates delivered to CNB's board, in conjunction with its meeting held to consider the merger, its opinion to the effect that the terms of the merger agreement are fair, from a financial point of view, to CNB and its shareholders.

You should consider the following when reading the discussion of Austin Associates' opinion in this document: The summary of Austin Associates' opinion set forth in this prospectus/proxy statement is qualified in its entirety by reference to the full text of the opinion that is attached as Appendix B to this document. You should read the opinion in its entirety for a full discussion of the procedures followed, assumptions made, matters considered, and qualifications and limitations of the review undertaken by Austin Associates in connection with its opinion.

Austin Associates expressed no opinion as to the price at which NBT common stock would actually be trading at any time.

Austin Associates' opinion does not address the relative merits of the merger and the other business strategies considered by CNB's board, nor does it address the CNB's board decision to proceed with the merger.

Austin Associates' opinion to CNB's board rendered in connection with the merger does not constitute a recommendation to any CNB shareholder as to how he or she should vote at the special meeting.

The preparation of a financial fairness opinion involves various determinations as to the most appropriate methods of financial analysis and the application of those methods to the particular circumstances. It is, therefore, not readily susceptible to partial analysis or summary description. In connection with rendering its opinion, Austin Associates performed a variety of financial analyses. Austin Associates believes that its analyses and the facts considered in its analyses, without considering all other factors and analyses could create an incomplete or inaccurate view of the analyses and the process underlying the rendering of Austin Associates' opinion. No limitations were imposed by CNB's board or its management upon Austin Associates with respect to the investigations made or the procedures followed by Austin Associates in rendering its opinion.

In performing its analyses, Austin Associates made numerous assumptions with respect to industry performance, business and economic conditions, and other matters, many of which are beyond the control of NBT and CNB and may not be realized. Any estimates contained in Austin Associates' analyses are not necessarily predictive of future results or values, and may be significantly more or less favorable than the estimates. Estimates of values of companies do not purport to be appraisals or necessarily reflect the prices at which the companies or their securities may actually be sold. Except as described below, none of the analyses performed by Austin Associates was assigned a greater significance by Austin Associates than any other. The relative importance or weight given to these analyses is not affected by the order of the analyses or the corresponding results. The summaries of financial analyses include information presented in tabular format. The tables should be read together with the text of those summaries.

Austin Associates has relied, without independent verification, upon the accuracy and completeness of the information it reviewed for the purpose of rendering its opinion. Austin Associates did not undertake any independent evaluation or appraisal of the assets and liabilities of NBT or CNB, nor was it furnished with any appraisals. Austin Associates has not reviewed any individual credit files of NBT or CNB, and has assumed that NBT's and CNB's allowances are, in the aggregate, adequate to cover losses. Austin Associates' opinion is based on economic, market and other conditions existing on the date of its opinion.

In rendering its opinion, Austin Associates made the following assumptions:

that the merger will be accounted for as a purchase in accordance with generally accepted accounting principles;

that all material governmental, regulatory and other consents and approvals necessary for the consummation of the merger would be obtained without any adverse effect on CNB, NBT or on the anticipated benefits of the merger;

that CNB had provided it with all of the information prepared by CNB or its other representatives that might be material to Austin Associates in its review; and

that the financial projections it reviewed were reasonably prepared on a basis reflecting the best currently available estimates and judgment of the management of CNB as to the future operating and financial performance of CNB.

In connection with its opinion, Austin Associates reviewed:

the merger agreement;

audited financial statements of NBT for the five years ended December 31, 2004, and unaudited statements for the three months ended March 31, 2005;

audited financial statements of CNB for the five years ended December 31, 2004, and unaudited statements for the three months ended March 31, 2005; and

financial and operating information with respect to the business, operations and prospects of NBT and CNB.

In addition, Austin Associates:

held discussions with members of the senior management of NBT and CNB regarding the historical and current business operations, financial condition and future prospects of their respective companies;

reviewed the historical market prices and trading activity for the common stock of NBT and CNB, and compared the market activity of NBT's common stock with that of certain publicly traded companies which it deemed to be relevant;

compared the results of operations of NBT and CNB with those of certain financial institutions which it deemed to be relevant;

compared the financial terms of the merger with the financial terms, to the extent publicly available, of other recent business combinations of financial institutions;

analyzed the pro forma equivalent financial impact of the merger to CNB per share data; and

conducted such other studies, analyses, inquiries and examinations as Austin Associates deemed appropriate.

The following is a summary of all material analyses performed by Austin Associates in connection with its opinion provided to the CNB board of directors as of June 13, 2005. The summary does not purport to be a complete description of the analyses performed by Austin Associates.

The Process for Soliciting Indications of Interest. After analysis and discussions with CNB, Austin Associates contacted select banking organizations based on quality and level of overall financial performance, asset size, stock trading activity and geographic scope of operations. Seven organizations were contacted, of which five organizations executed confidentiality agreements and received a confidential information memorandum that provided detailed information regarding the business and operations of CNB. Each organization was requested to submit a specific proposal to acquire CNB. Three written offers were received, and following due diligence by two of the parties, the financial terms of the NBT proposal were deemed to be superior to the other offers received.

Summary of Financial Terms of Agreement. Austin Associates reviewed the financial terms of the proposed transaction, including the form of consideration, the exchange ratio for the stock portion of the purchase price, and the resulting price per share of CNB common stock pursuant to the proposed merger. Under the terms of the merger agreement, each outstanding share of CNB will elect to receive either \$38.00 per share in cash or 1.64 shares of NBT common stock. The agreement requires that 55 percent of CNB shares will receive NBT common stock and 45 percent of CNB's shares will receive cash. The agreement also provides for the exchange of CNB incentive stock options for options to purchase NBT common stock and for the payment of cash for all nonqualified options of CNB for the difference between \$38.00 per share and the exercise price of each nonqualified option.

Based on 2,221,520 common shares of CNB and stock options to acquire 309,885 common shares of CNB with a weighted average exercise price of \$26.41, the negotiated value of the transaction was approximately \$88.0 million as of June 12, 2005. Austin Associates calculated that the value of \$88.0 million represented:

223 percent of book value at March 31, 2005;

270 percent of tangible book value at March 31, 2005;

21.1 times core net income (adjusted to exclude security gains or losses) for the 12 months ended March 31, 2005;

a 17.8 percent premium over tangible book value as a percent of core deposits as of March 31, 2005; and

a 44.8 percent premium over the closing stock price of CNB on June 12, 2005 (the day prior to executing the agreement)

Industry Comparative Analysis. In connection with rendering its opinion, Austin Associates compared selected results of CNB's operating performance to those of 17 New York-based community banking organizations that are publicly traded having total assets between \$250 million and \$1 billion. Austin Associates considered this group of financial institutions comparable to CNB on the basis of asset size and geographic location. Austin Associates noted the following selected financial measures for the New York-based banks as of March 31, 2005 as compared to CNB:

	CNB	Median for New York Peer Group
LTM Core Return on Average Assets	1.01%	0.98%
LTM Core Return on Average Equity	10.57%	10.95%
LTM Efficiency Ratio	62.1%	63.4%
Leverage Ratio	7.89%	6.77%
Nonperforming Assets/ Total Assets	0.04%	0.24%

LTM = last 12 months

This comparison indicated that CNB approximates that of the peer group in overall profitability. CNB's level of capital as measured by the leverage ratio is above the New York peer median. Asset quality measure compares favorably to the peer median.

Austin Associates also compared selected operating results of NBT to those of 10 other publicly traded banking organizations headquartered in the mid-Atlantic region (including New York, Washington D.C., Delaware, Maryland, New Jersey and Pennsylvania) having assets between \$3 billion and \$8 billion. This peer group consisted of the following companies:

Company Name	Ticker	City	State
Community Bank System, Inc.	CBU	DeWitt	NY
F.N.B. Corporation	FNB	Hermitage	PA
First Commonwealth Financial Corporation	FCF	Indiana	PA
Harleysville National Corporation	HNBC	Harleysville	PA
National Penn Bancshares, Inc.	NPBC	Boyertown	PA
Provident Bankshares Corporation	PBKS	Baltimore	MD
S&T Bancorp, Inc.	STBA	Indiana	PA
Signature Bank	SBNY	New York	NY
Sun Bancorp, Inc.	SNBC	Vineland	NJ
Susquehanna Bancshares, Inc.	SUSQ	Lititz	PA

Austin Associates considers this group of financial institutions comparable to NBT as to financial characteristics and stock trading volume. Austin Associates compared selected balance sheet data, asset quality, capitalization, profitability ratios and market statistics. Selected results of this comparison are set forth below:

	NBT		Median Peer Group	
	LTM March 31, 2005	Five-Year Average Ending 2004	LTM March 31, 2005	Five-Year Average Ending 2004
Core Return on Average Assets	1.21%	1.02%	1.19%	1.05%
Core Return on Average Equity	15.61%	13.32%	12.14%	12.46%
Efficiency Ratio	54.7%	56.6%	58.0%	59.1%
Tangible Equity/ Tangible Assets	6.36%	6.83%	5.88%	7.05%
Nonperforming Assets/ Assets	0.42%	0.76%	0.37%	0.58%

This summary indicates that NBT performs above the peer group in financial ratios related to profitability and efficiency, and operates with slightly less capital than the peer median. The following presents a summary of the stock trading levels of NBT compared to this same peer group:

	NBT	Median Peer Group
Market Price to Core LTM EPS	15.0	15.8
Market Price to Book Value	233%	188%
Market Price to Tangible Book Value	279%	279%
Dividend Yield	3.3%	3.2%

Note: Pricing multiples based on June 12, 2005 closing stock price.

This comparison indicated that NBT trades at a slight discount to the guideline group's price to earnings multiple. NBT's price to tangible book and dividend yield approximate the guideline group.

Comparable Transaction Analysis. Austin Associates reviewed certain information relating to selected New York bank sale transactions with seller's assets from \$100 million to \$1 billion. Austin Associates also reviewed mid-Atlantic bank sale transactions with seller's assets from \$300 million to \$1 billion. For the New York and mid-Atlantic transactions, Austin Associates reviewed announced transactions from January 1, 2003 through June 12, 2005. Austin Associates compared the financial performance of the selling institution and prices paid in the selected transactions to CNB's financial performance and the transaction multiples being paid by NBT for CNB. The following highlights the guideline transaction comparison:

	NBT/CNB(1)	Median New York Comparable Transactions(3)	Median Mid-Atlantic Comparable Transactions(15)
<i>Seller's Financial Performance</i>			
Total Assets	\$ 419,447	\$ 276,492	\$ 474,902

Edgar Filing: NBT BANCORP INC - Form 424B3

Tangible Equity/ Tangible Assets	7.89%	7.23%	7.54%
Return on Average Assets	1.01%	0.89%	0.94%
Return on Average Equity	10.57%	10.66%	11.04%
Nonperforming Assets/ Assets	0.04%	0.25%	0.26%
<i>Deal Transaction Multiples</i>			
Price/ Earnings Multiple	21.1	18.3	27.3
Price/ Tangible Book Value Ratio	270%	218%	301%
Premium/ Core Deposits	17.8%	10.4%	21.6%

(1) CNB's financial performance and deal transaction multiples based on LTM core net income ending March 31, 2005

The multiples being paid by NBT for CNB are above the New York guideline transactions and slightly below the median multiples paid for the mid-Atlantic based banks over the time period considered.

Contribution Analysis. Austin Associates compared the pro forma ownership interest in NBT that CNB shareholders would receive, in the aggregate, to the contribution by CNB to certain balance sheet and income statement measures of NBT on a pro forma basis. The results of this analysis have been calculated based on an all-stock exchange which simplifies the comparison. The following table compares the range of pro forma ownership of CNB and NBT shareholders in the combined company, with each company's respective contribution of various selected measures:

	CNB	NBT
Pro Forma Ownership(1)	10.1%	89.9%
Income Statement		
2004 Core Net Income	7.8%	92.2%
March 31, 2005 LTM Core Net Income	7.6%	92.4%
Balance Sheet as of March 31, 2005		
Total Assets	9.0%	91.0%
Total Loans	6.3%	93.7%
Total Deposits	9.6%	90.4%
Total Shareholders' Equity	11.0%	89.0%
Tangible Shareholders' Equity	10.9%	89.1%

(1) Ownership percentage shown assumes an all-stock exchange; the actual consideration will be 55% stock and 45% cash.

Pro Forma Equivalent Per Share Results. Austin Associates also reviewed the pro forma effect of the proposed transaction to CNB's last twelve months earnings per share, tangible book value per share and dividends per share. For purposes of this analysis, Austin Associates assumed an all-stock exchange.

CNB recorded core earnings per share of \$1.86 during the last twelve months ending March 31, 2005, and NBT's core earnings per share measured \$1.53 per share. Core earnings per share excludes the after-tax effect from the gain recorded on the sale of securities. Giving effect to the merger, the equivalent CNB earnings would have equaled \$2.44 per share, before purchase accounting adjustments, an increase of 30.9 percent from actual results.

CNB's tangible book value per share equaled \$14.65 as of March 31, 2005 and NBT's tangible book value measured \$8.25 per share. Giving effect to the merger, the equivalent CNB tangible book value would have equaled \$13.64, before purchase accounting adjustments, a decrease of 6.9 percent from actual results.

CNB's dividends per share over the last twelve months ending March 31, 2005 equaled \$0.81 per share. The last twelve months dividend paid by NBT measured \$0.76 per share. Based on the current exchange ratio, equivalent dividends per share to CNB shareholders would have measured \$1.25 for the twelve month period ending March 31, 2005, representing an increase of 53.9 percent from actual results.

The opinion expressed by Austin Associates was based on market, economic and other relevant considerations as they existed and could be evaluated as of the date of the opinion. Events occurring after the date of issuance of the opinion, including, but not limited to, changes affecting the securities markets, the results of operations or material changes in the financial condition of either NBT or CNB could materially affect the assumptions used in preparing this opinion.

CNB has agreed to pay Austin Associates customary fees for its services as financial adviser in connection with the merger. In addition to its fees and regardless of whether the merger is consummated, CNB has agreed to reimburse Austin Associates for its reasonable out-of-pocket expenses, and to indemnify Austin Associates against certain liabilities, including liabilities under securities laws.

Termination and Amendment of the Merger Agreement

The merger agreement may be terminated prior to the closing, before or after approval by CNB's stockholders, as follows:

by mutual written agreement of NBT and CNB;

by either NBT or CNB if the merger has not occurred on or before March 31, 2006, and such failure to close is not due to the terminating party's material breach of any representation, warranty, covenant or other agreement contained in the merger agreement;

by NBT or CNB if CNB stockholders do not approve the merger agreement and merger;

by a non-breaching party if the other party (1) breaches any covenants or undertakings contained in the merger agreement or (2) breaches any representations or warranties contained in the merger agreement, in each case if such breach has not been cured within thirty days after notice from the terminating party and which breach would, with certain exceptions, be reasonably expected to result in a material adverse effect with respect to the breaching party;

by either party if any required regulatory approvals for consummation of the merger or the bank merger is not obtained;

by NBT, if CNB shall have received a superior proposal (as defined in the merger agreement), and the CNB board of directors shall have entered into an acquisition agreement with respect to a superior proposal, terminates the merger agreement, fails to recommend that the stockholders of CNB approve the merger agreement or has withdrawn, modified or qualified such recommendation in a manner which is adverse to NBT; and

by CNB, if the board of directors of CNB has made a determination to accept a superior proposal which has been received and considered by CNB in compliance with the applicable terms of the merger agreement, provided that CNB has notified NBT of the material terms and conditions of the superior proposal (including the identity of the person making the superior proposal and whether CNB intends to enter into a definitive agreement with respect to the superior proposal) at least five business days in advance of any such termination of CNB's entry into a definitive agreement with respect to the superior proposal and given NBT the opportunity during such period, if NBT elects in its sole discretion, to negotiate amendments to the merger agreement which would enable CNB to proceed with the proposed merger with NBT.

Under the latter two scenarios described above, if the merger agreement is terminated, CNB shall pay to NBT a fee of \$4,500,000. The fee would also be payable to NBT if CNB enters into a merger agreement with a third party within twelve months of the termination of the merger agreement, if the termination was due to a willful breach of a representation, warranty, covenant or agreement by CNB or the failure of the stockholders of CNB to approve the merger agreement after CNB received a third party acquisition proposal.

Additionally, CNB may terminate the merger agreement if, at any time during the five-day period commencing on the first date on which all bank regulatory approvals (and waivers, if applicable) necessary for consummation of this merger have been received (disregarding any waiting period), such termination to be effective thirty days thereafter if both of the following conditions are satisfied:

the average of the daily closing sales price of NBT common stock for the five consecutive trading days immediately preceding the determination date (the NBT market value) is less than the product of 0.85 and the

average of the daily closing sales price of NBT common stock on the five

35

trading days immediately preceding the public announcement of the merger agreement (the initial NBT market value); and

the number obtained by dividing the NBT market value on the determination date by the initial NBT market value is less than the quotient obtained by dividing the sum of the average of the daily closing sales prices for the five consecutive trading days immediately preceding the determination date of a group of financial institution holding companies listed in the merger agreement, given the appropriate weighting included in the merger agreement (the final index price) by the sum of the average of the daily closing sales price of those weighted financial institution holding companies on the trading day immediately preceding the public announcement of the merger agreement (the initial index price), minus 0.15 (such number, the index ratio).

If CNB elects to exercise its termination right as described above, it must give prompt written notice thereof to NBT. During the five-day period commencing with its receipt of such notice, NBT shall have the option to increase the consideration to be received by the holders of CNB common stock by adjusting the exchange ratio to one of the following quotients at its sole discretion: (i) a quotient, the numerator of which is equal to the product of the Initial NBT market value, 1.64, and the index ratio, and the denominator of which is equal to the NBT market value on the determination date; or (ii) a quotient determined by dividing the product of 1.394 and the Initial NBT market value by the NBT market value on the determination date. Because the formula is dependent on the future price of NBT's common stock and that of the index group, it is not possible presently to determine what the adjusted exchange ratio would be at this time, but, in general, the ratio would be increased and, consequently, more shares of NBT common stock issued, to take into account the extent the average price of NBT's common stock exceeded the decline in the average price of the common stock of the index group.

The merger agreement may be amended by the parties at any time before or after approval of the merger agreement by the CNB stockholders. However, after such approval, no amendment may be made without the approval of the CNB stockholders if it reduces the amount or value, or changes the form of, the merger consideration.

The parties may waive any of their conditions to closing, unless they may not be waived under law.

Material Federal Income Tax Consequences

The following summary discusses the material federal income tax consequences of the merger to CNB shareholders. The summary is based on the Internal Revenue Code of 1986, as amended, referred to in this section as the Code, the U.S. Treasury regulations promulgated under the Code and related administrative interpretations and judicial decisions, all as in effect as of the effective time of the merger, and all of which are subject to change, possibly with retroactive effect.

The summary assumes that the holders of shares of CNB's common stock hold their shares as capital assets. The summary applies only to holders of shares of CNB common stock that are U.S. persons. For purposes hereof, a U.S. person is:

a U.S. citizen or resident, as determined for U.S. federal income tax purposes;

a corporation created or organized in or under the laws of the United States or any political subdivision thereof;

an estate whose income is includible in gross income for U.S. federal income tax purposes regardless of its source; or

a trust whose administration is subject to the primary supervision of a U.S. court and which has one or more U.S. persons who have the authority to control all substantial decisions of the trust.

This summary is not binding on the Internal Revenue Service and there can be no assurance that the Internal Revenue Service will not take a position contrary to one or more of the positions reflected in this summary or that these positions will be upheld by the courts if challenged by the Internal Revenue

Service. No ruling from the Internal Revenue Service has been or will be requested with respect to the merger.

The summary does not address the tax consequences that may be applicable to particular CNB shareholders in light of their individual circumstances or to CNB shareholders who are subject to special tax rules, including:

tax-exempt organizations;

mutual funds;

dealers in securities or foreign currencies;

banks or other financial institutions;

insurance companies;

non-United States persons;

shareholders who acquired shares of CNB's common stock through the exercise of options or otherwise as compensation or through a qualified retirement plan;

shareholders who are subject to the alternative minimum tax;

shareholders who hold shares of CNB's common stock as part of a straddle, hedge, constructive sale or conversion transaction;

traders in securities who elect to apply a mark-to-market method of accounting; and

holders that do not hold their CNB common stock as capital assets.

This summary is for general information purposes only. It is not a complete analysis or discussion of all potential effects of the merger. It also does not address any consequences arising under the tax laws of any state, locality, or foreign jurisdiction or under any federal laws other than those pertaining to the federal income tax.

The merger will be treated for federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code. The federal tax consequences of the merger to you will depend primarily on whether you exchange your CNB common stock solely for NBT common stock (except for cash received instead of a fractional share of NBT common stock), solely for cash or for a combination of stock and cash.

Exchange Solely for Cash. In general, if, pursuant to the merger, a holder exchanges all of the shares of CNB common stock actually owned by it solely for cash, that holder will recognize gain or loss equal to the difference between the amount of cash received and its adjusted tax basis in the shares of CNB common stock surrendered. Any such gain or loss generally will be long-term capital gain or loss if the holder's holding period with respect to the CNB common stock surrendered is more than one year at the effective time of the merger, and otherwise will be short-term capital gain or loss. Individuals generally qualify for favorable tax rates on long-term capital gains. If, however, any such holder constructively owns CNB common stock that is exchanged for NBT common stock in the merger, or otherwise owns NBT common stock actually or constructively after the merger, the consequences to such holder may be similar to the consequences described below under the heading *Exchange for NBT Common Stock and Cash*, except that the amount of consideration, if any, treated as a dividend may not be limited to the amount of such holder's gain.

Exchange Solely for NBT Common Stock. If, pursuant to the merger, a holder exchanges all of the shares of CNB common stock actually owned by it solely for shares of NBT common stock, that holder will not recognize any gain or loss except in respect of cash received instead of a fractional share of NBT common stock (as discussed below). The aggregate adjusted tax basis of the shares of NBT common stock received in the merger (including fractional shares

deemed received and redeemed as described below) will be equal to the aggregate adjusted tax basis of the shares of CNB common stock surrendered

for the NBT common stock, reduced by the adjusted tax basis allocable to any fractional shares deemed received in the merger as described below. The holding period of the NBT common stock (including fractional shares deemed received and redeemed as described below) will include the period during which the shares of CNB common stock were held.

Exchange for NBT Common Stock and Cash. If, pursuant to the merger, a holder exchanges all of the shares of CNB common stock actually owned by it for a combination of NBT common stock and cash, the holder will generally recognize gain (but not loss) in an amount equal to the lesser of (1) the amount of gain realized (i.e., the excess of the sum of the amount of cash and the fair market value of the NBT common stock received pursuant to the merger over that holder's adjusted tax basis in its shares of CNB common stock surrendered) and (2) the amount of cash received pursuant to the merger. For this purpose, gain or loss must be calculated separately for each identifiable block of shares surrendered in the exchange, and a loss realized on one block of shares may not be used to offset a gain realized on another block of shares. Any recognized gain will generally be long-term capital gain if the holder's holding period with respect to the CNB common stock surrendered is more than one year at the effective time of the merger, and otherwise will be short-term capital gain. Individuals generally qualify for favorable tax rates on long-term capital gains. If, however, the cash received has the effect of the distribution of a dividend, the gain will be treated as a dividend to the extent of the holder's ratable share of CNB's accumulated earnings and profits as calculated for United States federal income tax purposes. See *Possible Treatment of Cash as a Dividend* below.

The aggregate tax basis of NBT common stock received (including fractional shares deemed received and redeemed as described below) by a holder that exchanges its shares of CNB common stock for a combination of NBT common stock and cash pursuant to the merger will be equal to the aggregate adjusted tax basis of the shares of CNB common stock surrendered, reduced by the amount of cash received by the holder pursuant to the merger (excluding any cash received instead of a fractional share of NBT common stock), and increased by the amount of gain (including any portion of the gain that is treated as a dividend as described below but excluding any gain or loss resulting from the deemed receipt and redemption of fractional shares described below), if any, recognized by the holder on the exchange. The holding period of the NBT common stock (including fractional shares deemed received and redeemed as described below) will include the holding period of the shares of CNB common stock surrendered.

Possible Treatment of Cash as a Dividend. In general, the determination of whether the gain recognized in the exchange will be treated as capital gain or has the effect of a distribution of a dividend depends upon whether and to what extent the exchange reduces the holder's deemed percentage stock ownership of NBT. As discussed below, however, dividend treatment will generally not apply to a minority shareholder in a publicly held corporation whose relative stock interest is minimal and who exercises no control with respect to corporate affairs. Gain recognized by such a holder will generally be treated as capital gain.

For purposes of this determination, the holder is treated as if it first exchanged all of its shares of CNB common stock solely for NBT common stock and then NBT immediately redeemed (the deemed redemption) a portion of the NBT common stock in exchange for the cash the holder actually received. The gain recognized in the deemed redemption will be treated as capital gain if the deemed redemption is (1) substantially disproportionate with respect to the holder or (2) not essentially equivalent to a dividend.

The deemed redemption will generally be substantially disproportionate with respect to a holder if the percentage of the voting power and value of the NBT common stock actually or constructively owned by such holder immediately after the deemed redemption is less than 80% of both the voting power and the value of the NBT common stock actually or constructively owned by such holder immediately before the deemed redemption.

Whether the deemed redemption is not essentially equivalent to a dividend with respect to a holder will depend upon the holder's particular circumstances. At a minimum, however, in order for the deemed redemption to be not essentially equivalent to a dividend, the deemed redemption must result in a

meaningful reduction in the holder's deemed percentage stock ownership of NBT. In general, that determination requires a comparison of (1) the percentage of the voting power and value of the NBT common stock actually or constructively owned by such holder immediately before the deemed redemption and (2) the voting power and the value of the NBT common stock actually or constructively owned by such holder immediately after the deemed redemption. The Internal Revenue Service has ruled that a minority shareholder in a publicly held corporation whose relative stock interest is minimal and who exercises no control with respect to corporate affairs is generally considered to have a meaningful reduction even if that shareholder has a relatively minor reduction in its percentage stock ownership under the above analysis.

If the tests above for capital gain treatment are not met, the recognized gain will be treated as dividend income to the extent of the holder's ratable share of CNB's accumulated earnings and profits. Individuals generally qualify for favorable tax rates on dividends.

In applying the foregoing tests, the constructive ownership rules of section 318 of the Code apply in comparing the holder's ownership interest in NBT both immediately after the merger (but before the hypothetical redemption) and after the hypothetical redemption. Under these constructive ownership rules, a holder is deemed to own NBT common stock that is actually owned (and in some cases constructively owned) by certain related individuals and entities, and is also deemed to own NBT common stock that may be acquired by such holder or such related individuals or entities by exercising an option, including an employee stock option. Moreover, the tests are applied after taking into account any related transactions undertaken by a shareholder under a single, integrated plan. Thus, dispositions or acquisitions by a holder of NBT common stock before or after the merger that are part of such holder's plan may be taken into account. As these rules are complex, each holder that may be subject to these rules should consult its tax advisor.

Cash Received Instead of a Fractional Share. A holder who receives cash instead of a fractional share of NBT common stock will generally be treated as having received such fractional share and then as having received such cash in redemption of the fractional share. Gain or loss generally will be recognized based on the difference between the amount of cash received instead of the fractional share and the portion of the holder's aggregate adjusted tax basis of the share of CNB common stock surrendered which is allocable to the fractional share. Such gain or loss generally will be long-term capital gain or loss if the holding period for such shares of CNB common stock is more than one year at the effective time of the merger.

Information Reporting and Backup Withholding. Unless an exemption applies, the exchange agent will be required to withhold, and will withhold, 28% of any cash payments to which a CNB shareholder or other payee is entitled pursuant to the merger, unless the shareholder or other payee provides his or her tax identification number (social security number or employer identification number) and certifies that the number is correct. Each shareholder and, if applicable, each other payee, is required to complete and sign the Form W-9 that will be included as part of the transmittal letter to avoid being subject to backup withholding, unless an applicable exemption exists and is proved in a manner satisfactory to NBT and the exchange agent.

The federal income tax consequences set forth above are based upon present law and do not purport to be a complete analysis or listing of all potential tax effects that may apply to a holder of CNB's common stock. The tax effects that are applicable to a particular holder of CNB common stock may be different from the tax effects that are applicable to other holders of CNB common stock, including the application and effect of state, local and other tax laws other than those pertaining to the federal income tax, and thus, holders of CNB common stock are urged to consult their own tax advisors.

Options. As described above in the section titled "Merger Consideration - CNB Stock Options," holders of incentive stock options to purchase CNB common stock that are outstanding at the effective time of the merger will have their CNB options converted into options to purchase shares of NBT common stock. The assumption of the options by NBT should not be a taxable event and former holders of CNB options who hold options to purchase NBT common stock after the merger should be subject to

the same federal income tax treatment upon exercise of those options as would have applied if they had exercised their CNB options.

Holders of CNB options are urged to consult their own tax advisors as to the specific tax consequences to them of the merger, including tax return reporting requirements, available elections, the applicability and effect of federal, state, local and other applicable tax laws, and the effect of any proposed changes in the tax laws.

Accounting Treatment

The merger, if completed, will be treated as a purchase by NBT of CNB for accounting purposes. Accordingly, under accounting principles generally accepted in the United States, the assets and liabilities of CNB will be recorded on the books of NBT at their respective fair values at the time of the consummation of the merger.

Resales of NBT's Common Stock Received in the Merger

NBT is registering the issuance of the shares of its common stock to be exchanged in the merger under the Securities Act. The shares will be freely transferable under the Securities Act, except for shares received by CNB shareholders who are affiliates of CNB or NBT at the time of the special meeting. These affiliates only may resell their shares pursuant to an effective registration statement under the Securities Act covering the shares, in compliance with Securities Act Rule 145 or under another exemption from the Securities Act's registration requirements. This proxy statement/prospectus does not cover any resales of NBT's common stock by NBT or CNB affiliates. Affiliates will generally include individuals or entities who control, are controlled by or are under common control with CNB or NBT, and may include officers or directors, as well as principal shareholders of CNB or NBT.

Employee Benefits

Employees of CNB who become employees of NBT or a subsidiary of NBT after the merger will (i) be eligible for employee benefits that NBT or a subsidiary of NBT, as the case may be, provides to its employees generally and, except as set forth in the next paragraph, on substantially the same basis as is applicable to similarly situated employees, (ii) be given credit with respect to the satisfaction of the limitations as to pre-existing condition exclusions, evidence of insurability requirements and waiting periods for participation and coverage under NBT's group health, life insurance and disability plans equal to the credit that any such employee had received as of the effective time towards the satisfaction of any such limitations and waiting periods under the comparable plans of CNB, and (iii) will have waived preexisting condition limitations to the same extent waived under the corresponding CNB plan.

CNB full-time employees who are not offered full-time employment with NBT or any of its subsidiaries as of the closing date of the merger or who are terminated by NBT or an employing subsidiary of NBT Bank within one year following the closing date of the merger, will be eligible to receive severance benefits equal to one week base pay for each year of employment by CNB at a rate of pay equal to such employee's base pay as of the termination date (with a minimum payment amount of two weeks' base pay). Any CNB officer or employee who is terminated by NBT or an employing subsidiary of NBT later than one year following the closing of the merger will be eligible for benefits in accordance with the general severance policy maintained by NBT, provided that such persons will receive credit for prior employment with CNB as if such persons were employed by NBT or a subsidiary of NBT for such period of time.

Dissenters' Appraisal Rights

Sections 623 and 910 of the New York Business Corporation Law provide that if the merger is consummated, CNB stockholders who object to the merger and who follow the procedures specified in Section 623 will have the right to receive cash payment of the fair value of their shares. A copy of Section 623 of the NYBCL is attached to this joint proxy statement/prospectus as Appendix C. **The**

express procedures of New York Law must be followed precisely; if they are not, stockholders may lose their right to dissent. As described more fully below, such fair value would potentially be determined in judicial proceedings, the result of which cannot be predicted. There can be no assurance that stockholders exercising dissenters rights of appraisal will receive consideration equal to or greater than the value of the NBT common stock to be owned by them following consummation of the merger.

The statutory procedures outlined below are complex. Stockholders wishing to exercise their dissenters rights should consult their own legal advisors.

Any CNB stockholder who is entitled to vote on the merger will have the right to receive cash payment of the fair value of his or her shares and the other rights and benefits provided in Section 623 if such stockholder does not vote in favor of the merger and (before the applicable vote of stockholders on the merger) files with CNB written objection to the merger, including in that written objection notice of his or her election to dissent, his or her name and residence address, the number of shares as to which he or she dissents, and a demand for payment of the fair value of such shares if the merger is consummated. A vote against the merger will not satisfy the requirement of filing a written objection. Failure to vote against the merger will not waive a stockholder's right to payment if the stockholder has filed a written objection and has not voted in favor of the merger. If a stockholder abstains from voting on the merger, this will not waive dissenter's rights so long as the appropriate written objection to the merger is properly and timely filed. All notices of election to dissent should be addressed to CNB, Attention: Corporate Secretary, at 10-24 North Main Street, P.O. Box 873, Gloversville, NY 12078.

If an executed proxy is received but no direction is indicated as to how such proxy is to be voted, the shares represented by such proxy will be voted in favor of the merger. Accordingly, the submission of such an unmarked proxy, unless revoked prior to its being voted, will serve to waive dissenter's rights.

Within ten days after the date the merger is approved by the stockholders of CNB, CNB will give written notice of such approval by registered mail to each stockholder who filed written objection, except for any stockholder who voted in favor of the merger. A CNB stockholder may not dissent as to fewer than all of his or her shares, held by him or her of record, that he or she owns beneficially. A nominee or fiduciary may not dissent on behalf of any beneficial owner of shares as to fewer than all of said shares of such owner held of record by such nominee or fiduciary.

Upon consummation of the merger, a dissenting stockholder will cease to have any rights of a stockholder, except the right to be paid the fair value of his or her dissenting shares. A stockholder's notice of election may be withdrawn at any time prior to his or her acceptance in writing of an offer to purchase his or her dissenting shares by NBT, but in no case may such notice of election be withdrawn later than 60 days after the effective date (unless the company does not make a timely offer) without the consent of NBT. Within one month after the filing of the notice of election to dissent, a dissenting stockholder must submit the certificates representing his or her dissenting shares to CNB, or its transfer agent, which shall note conspicuously on the certificates that such notice of election has been filed, and will then return the certificates to the stockholder. Any stockholder who fails to submit his or her certificates for such notation within 45 days from the date of filing such notice of election to dissent will lose his or her dissenter's rights unless a court, for good cause shown, otherwise directs.

Within 15 days after the expiration of the period within which stockholders may file their notices of election to dissent, or within 15 days after the effective date, whichever is later (but in no case later than 90 days after the date of the applicable special meeting), NBT must make a written offer by registered mail to each stockholder who has filed such notice of election to pay for his or her dissenting shares at a specified price which the company considers to be the fair value and, if the merger has been consummated, must accompany such offer by advance payment to each stockholder who has submitted his or her certificates of an amount equal to 80% of the amount of such offer. Such offer must be made at the same price per share to all the dissenting stockholders of CNB. If, within 30 days after the making of such offer, NBT and any dissenting stockholders agree on the price to be paid for dissenting shares, the balance of payment therefor must be made within 60 days after the making of such offer or the effective date, whichever is later, and upon surrender of the certificates representing such shares.

If NBT fails to make such offer within the 15 day period described above, or if it makes the offer and any dissenting stockholder fails to agree within the period of 30 days thereafter upon the price to be paid for his or her shares, the company is required within 20 days after the expiration of whichever is the applicable of the two periods to institute a special proceeding in the Supreme Court of the State of New York, County of Fulton, to determine the rights of dissenting stockholders and to fix the fair value of their dissenting shares. If NBT fails to institute such proceeding within such 20 day period, any dissenting stockholder may institute a proceeding for the same purpose not later than 30 days after the expiration of such 20 day period. If the dissenting stockholder does not institute such a proceeding within such 30 day period, his or her dissenter's rights are lost unless the court, for good cause shown, otherwise directs.

During each proceeding, the court will determine whether each dissenting stockholder is entitled to receive payment for his or her shares and, if so, will fix the value of such shares as of the close of business on the day prior to the applicable special meeting, taking into consideration the nature of the merger transaction giving rise to the stockholder's right to receive payment for his or her dissenting shares and other relevant factors. The court will also award interest on such amount to be paid from the effective date of the merger to the date of payment unless the court finds that a stockholder's refusal to accept an offer for payment was arbitrary, vexatious, or otherwise not in good faith. Each party to such proceeding will bear its own costs unless the court finds that such refusal by any stockholder was arbitrary, vexatious, or otherwise not in good faith, in which case NBT's costs will be assessed against such stockholder. The court, in its discretion, may also apportion or assess any part of the dissenting stockholder's costs against NBT if it finds that the fair value of the shares determined materially exceeds the amount which the company offered to pay, or that no offer or advance payment was made by the company, or that the company failed to institute such special proceeding, or that the actions of the company in complying with its obligations under Section 623 were arbitrary, vexatious, or otherwise not in good faith. Within 60 days following the final determination of the applicable proceeding, NBT shall pay to each dissenting stockholder the amount found to be due him or her upon the stockholder's surrender of all certificates representing dissenting shares.

The enforcement by a stockholder of his or her right to receive payment for shares in accordance with Section 623 excludes the enforcement by such stockholder of any other right to which he or she might otherwise be entitled by virtue of his or her ownership of shares (unless such stockholder withdraws his or her notice of election as provided in Section 623 or the merger is abandoned), except that such stockholder will retain the right to bring or maintain an appropriate action to obtain relief on the grounds that the merger will be or is unlawful or fraudulent as to him or her.

Voting Agreement

CNB's officers and directors entered into voting agreements. These voting agreements require the officers and directors to vote all of the shares of CNB common stock beneficially owned by them in favor of the merger.

As of the record date, the CNB shareholders who entered into voting agreements collectively held shares of CNB common stock which represented approximately 6% of the outstanding CNB common stock. None of the CNB officers and directors who are parties to the voting agreements were paid additional consideration in connection with the execution of such agreements.

Interests of CNB Directors and Executive Officers in the Merger That are Different Than Yours

Some of the members of CNB's management and board of directors have financial interests in the merger that are in addition to their interests as stockholders of CNB. The CNB board was aware of these interests and considered them, among other matters, in approving the merger agreement.

Change of Control Agreements and Agreement for Supplemental Retirement Benefits

CNB currently has change of control agreements with each of William Smith and George Morgan and an agreement for supplemental retirement benefits with William Smith, each of which will be

terminated upon the closing of the merger and superseded by new agreements and general releases as described below.

Change of Control Agreements. Under Messrs. Smith and Morgan's existing change of control agreements, if a change of control occurs while the executive is employed by CNB, CNB will continue to employ the executive in the same capacity or position (unless otherwise agreed in writing) until the fifth anniversary of the change of control. During this employment period, the executive would receive an annual salary not less than the executive's annual salary as in effect as of the date of the change of control, subject to certain adjustments. If the executive's employment was terminated by CNB other than by reason of death or disability or cause or the executive resigned for good reason during the term of the agreement following a change of control, the executive would be entitled to receive a lump sum cash payment equal to the product of (i) the employee's annual salary as in effect on the date of the change of control (adjusted to reflect annual compensation adjustments) plus (ii) the highest incentive compensation earned by the executive during the twenty-four months ended on the date of termination, times (iii) the lesser of three or the number of years remaining in the employment period. In addition, in the event that any payments and distributions to Messrs. Smith and Morgan are subject to the excise tax imposed by Section 4999 of the Internal Revenue Code, CNB would be required to make a gross-up payment to the executive so that the executive would have been placed in the same after-tax position as if no excise tax had been imposed.

Agreement for Supplemental Retirement Benefits. Under Mr. Smith's existing agreement for supplemental retirement benefits, Mr. Smith is entitled to receive additional retirement benefits that cannot be provided under the qualified retirement plans due to tax law limitations. Under the agreement, Mr. Smith is entitled, upon reaching his normal retirement date, to receive a supplemental pension benefit and a supplemental profit sharing benefit corresponding to that portion of his pension benefits and profit sharing benefits that exceed the compensation limitation under Section 401(a)(17) of the Internal Revenue Code.

Agreement and General Release

Concurrently with entering into the merger agreement, City National Bank and Trust Company, NBT, and each of Messrs. Smith and Morgan entered into new agreements and general releases. In the event the merger agreement is terminated, these agreements and general releases will automatically be terminated and be null and void.

Under the terms of these agreements, the change of control agreements with Messrs. Smith and Morgan and the agreement for supplemental retirement benefits with Mr. Smith will be automatically terminated. Instead, on the closing date, Messrs. Smith and Morgan will be provided with lump sum cash payments of \$931,498.59 and \$627,919.75, respectively, less tax withholding and other deductions required by law. In addition, on December 31, 2005, Mr. Smith will receive a single lump sum cash payment (less tax withholding and other deductions required by law) of \$1,338,344, which amount represents the supplemental profit sharing plan benefit and supplemental pension benefit payable to Mr. Smith through December 31, 2005. Messrs. Smith and Morgan are entitled to receive an additional payment to make them whole for any excise tax owed under Section 280G of the Code as a result of the lump sum payments.

In addition, under the terms of these agreements, Messrs. Smith and Morgan will receive (i) all retirement benefits accrued by him under the terms of CNB's tax-qualified pension and profit sharing plans, (ii) the continued right to exercise any incentive stock options assumed by NBT pursuant to the merger agreement, (iii) the continued right to exercise through the date of closing any vested non-qualified stock options for shares of CNB common stock held, and the right to receive the option payments described in the merger agreement in exchange for any vested non-qualified stock options for shares of CNB common stock not exercised prior to closing, (iv) continued coverage under CNB's group health plan and other employee welfare benefit plans through the date his eligibility for such plans as an employee of CNB ends, (v) continued coverage under life insurance policies provided by CNB or its

successor, (vi) continued use of a CNB automobile until December 31, 2005, at which point the automobile will be transferred to the executive, and (vii) in the case of Mr. Morgan only, post-retirement group life and health coverage on the same terms available to other similarly situated retired employees of CNB or NBT until the earlier of age 65 or the time he becomes eligible for coverage under another employer's group health plan.

Each of Messrs. Smith and Morgan have agreed not to compete with NBT or NBT Bank for a period of five years following completion of the merger. As partial consideration for the lump sum cash payments under the agreements, Messrs. Smith and Morgan have agreed to provide transition services to NBT Bank for the two month period following the closing of the merger as the president or board of directors of NBT Bank may reasonably direct. Messrs. Smith and Morgan have agreed further not to disclose any confidential information regarding CNB or NBT following the merger.

New Retention Agreements with Messrs. Frank, Bradt and Doherty

In connection with entering into the merger agreement, City National Bank and Trust Company and each of Messrs. Frank, Bradt and Doherty entered into new retention agreements in order to ensure the seamless transition of the transactions contemplated pursuant to the merger agreement by retaining the services of these individuals through the closing date and for the one-year period thereafter. If the employee is terminated during such one-year period, the employee will receive a one-time lump sum cash payment equal to the employee's annual base salary as of his termination date if the employee is terminated by NBT without cause at any time during the one-year period following the closing of the merger. In the event the merger agreement is terminated, these retention agreements will automatically be terminated and be null and void.

Appointment of Timothy E. Delaney and Brian K. Hanaburgh to the Board of Directors of NBT Bank;

Creation of Advisory Board

Upon consummation of the merger, Messrs. Delaney and Hanaburgh will be appointed to the Board of Directors of NBT Bank with a term of office expiring at the first annual meeting of stockholders of NBT Bank to be held following the consummation of the merger.

Appointment to Advisory Board

Effective on the consummation of the merger, NBT will establish the Fulton County Advisory Board. Each person who served on the Board of Directors of CNB, other than Messrs. Delaney and Hanaburgh, shall be appointed to the Advisory Board. It is anticipated that the Advisory Board will meet between six and ten times per year, and that each Advisory Board member will receive a fee of \$1,000 for each meeting attended.

Indemnification

NBT has agreed to indemnify and hold harmless each of CNB's present and former directors, officers and employees for a period of six years from the effective time of the merger from costs and expenses arising out of matters existing or occurring at or before the consummation of the merger to the fullest extent allowed under applicable law and the certificate of incorporation and bylaws of NBT. NBT has also agreed that it will maintain CNB's existing directors' and officers' liability insurance policy, or provide a policy providing similar coverage, for the benefit of CNB's directors and officers who are currently covered by such insurance, for at least three years from the effective time of the merger, with respect to acts or omissions occurring prior to the effective time of the merger, subject to a limit on the cost to maintain such coverage.

**SECURITY OWNERSHIP OF MANAGEMENT AND
CERTAIN BENEFICIAL OWNERS OF CNB**

The following table provides information as of November 30, 2005 about the shares of CNB common stock that may be considered beneficially owned by each named executive officer and director, and all directors and executive officers of CNB as a group. As of November 30, 2005, no person beneficially owns more than 5% of CNB's outstanding common stock.

Named Officers and Directors*	Shares of Common Stock Beneficially Owned	Percent of Common Stock Outstanding
William N. Smith	82,275(1)	3.66
Brian K. Hanaburgh	2,310(2)	0.10
Richard D. Ruby	6,291(3)	0.28
John J. Daly	400	0.02
John C. Miller	75,000	3.34
Robert L. Marder	10,233(4)	0.46
Timothy E. Delaney	11,367(5)	0.51
George A. Morgan	50,070(6)	2.27
Clark D. Subik	9,947(7)	0.44
Deborah H. Rose	7,472(8)	0.33
Theodore E. Hoye, III	13,651(9)	0.61
Beneficial Ownership by all Directors and Executive Officers as a Group	302,740	13.47%

* Except as indicated in the notes below, each person has sole voting and investment power with respect to the shares listed as being beneficially owned by him or her. In accordance with Rule 13d-3 under the Securities Exchange Act of 1934, a person is deemed to be the beneficial owner, for purposes of this table, of any shares of common stock if that person has or shares voting power or investment power over the security, or has the right to acquire beneficial ownership at any time within 60 days from December 20, 2005. For this table, voting power includes the power to vote or direct the voting of shares and investment power includes the power to dispose or direct the disposition of shares.

- (1) Includes 77,736 shares issuable upon the exercise of exercisable stock options.
- (2) Includes 717 shares owned individually by his spouse.
- (3) Includes 2,850 shares issuable upon the exercise of exercisable stock options.
- (4) Includes 1,489 shares owned individually by his spouse.
- (5) Includes 2,850 shares issuable upon the exercise of exercisable stock options, and 8,073 shares owned jointly with spouse.
- (6) Includes 48,093 shares issuable upon the exercise of exercisable stock options.

- (7) Includes 1,111 shares owned jointly with spouse, and 750 shares owned individually by his spouse.
- (8) Includes 555 shares owned jointly with spouse.
- (9) Includes 7,336 shares in the name of First Credit Corporation, 300 shares owned individually by his spouse, and 4,140 shares in a Money Purchase and Profit Sharing Plan.

**COMPARISON OF STOCKHOLDER RIGHTS
AND DESCRIPTION OF CAPITAL STOCK**

Comparison of Stockholders Rights

Upon completion of the merger, the stockholders of CNB will become stockholders of NBT. The rights of CNB stockholders are presently governed by New York law and the CNB restated certificate of incorporation and bylaws. After the merger the rights of former CNB stockholders will be governed by Delaware law and the NBT certificate of incorporation and bylaws. The following chart summarizes the material differences between the rights of holders of CNB common stock prior to the merger and after completion of the merger when the former CNB stockholders will be NBT stockholders. This summary does not purport to be complete and we qualify the summary in its entirety by reference to the CNB articles of incorporation and bylaws, the NBT certificate of incorporation and bylaws, and the relevant provisions of New York and Delaware law. You can obtain copies of the governing corporate instruments of NBT and CNB, without charge, by following the instructions listed under [Where You Can Find More Information](#).

	CNB Stockholders Rights	NBT Stockholders Rights
Authorized and outstanding stock	<p>Authorized: 5,000,000 shares of common stock, par value \$2.50 per share.</p> <p>Outstanding: 2,280,244 shares of common stock as of the date of this document.</p>	<p>Authorized: 50,000,000 shares of common stock, par value \$.01 per share, 2,500,000 shares of preferred stock, par value \$.01 per share.</p> <p>Outstanding: 34,400,931 shares of common stock as of the date of this document, no shares of preferred stock.</p>
Special meetings of shareholders	<p>Special meetings of the stockholders may be called at any time by the board of directors, the chairperson of the board, the president, or by the shareholders entitled to cast at least 25% of the vote which all shareholders are entitled to cast at the particular meeting.</p>	<p>Special meetings may be called by the board of directors or the chairman of the board, or if there is none, by the president, or by the holders of at least 50% of all shares entitled to vote at the meeting.</p>
Inspection of voting lists of stockholders	<p>Under New York law, a stockholder of record has a right to inspect the stockholder minutes and record of stockholders, during usual business hours, on at least five days written demand. The examination of the stockholder minutes and record of stockholders must be for a purpose reasonably related to the stockholder's interest as a stockholder. A list of</p>	<p>Stockholders may inspect a list of stockholders at least ten days before the meeting for which the list was prepared and at the time and place of the meeting and during the whole time of the meeting.</p>

stockholders as of the record
date shall be

	CNB Stockholders Rights	NBT Stockholders Rights
Vacancies on the board of directors and additional directors	<p>produced at any meeting of stockholders upon the request of any stockholder.</p> <p>Stockholders may fill vacancies at a Stockholders meeting. By a vote of a majority of the directors then in office, the board of directors may fill any vacancies in the board of directors for any reason and any newly created directorship from any increase in the number of directors (which increase is limited to no more than two members per year). Any director so chosen shall serve until the next annual or special meeting of stockholders and until his or her successor is elected and qualified.</p>	<p>Stockholders may fill vacancies at a stockholders meeting. Directors may fill vacancies by a majority vote of the directors then in office. The director chosen by the current directors to fill the vacancy holds the office until the time of the next election of directors, at which point the stockholders shall fill the vacancy for the remainder of the unexpired term of office. Directors may also fill newly- created directorships other than an increase by more than three in the number of directors. Any director appointed to the board of directors by reason of increase in the number of directors shall serve until the successor is elected and qualified.</p>
Cumulative Voting for Directors	No such rights exist.	No such rights exist.
Classification of the Board of Directors	The CNB Board is divided into three classes, with directors in each class being elected for staggered three-year terms.	The NBT board is divided into three classes, with directors in each class being elected for staggered three-year terms.
Removal of Directors	Directors may be removed for cause by a vote of the stockholders.	Stockholders may remove a director only for cause by the affirmative vote of a majority in voting power of the stockholders entitled to vote and to be present at the meeting called for such purpose.
Liability of Directors	Directors are not personally liable to CNB or its stockholders for monetary damages for any action taken or for any failure to take any action, unless (1) his or her acts or omissions were in	Directors are not personally liable to NBT or its stockholders for monetary damages for breaches of fiduciary duty, except (1) for breach of the director's duty of loyalty, (2) for acts or omissions

bad faith or involved intentional
misconduct or a knowing
violation of law, (2) he or she
personally gained in fact a
financial profit or

not in good faith or which involve
intentional misconduct or a
knowing violation of law, (3) for
unlawful payments of dividends
or

	CNB Stockholders Rights	NBT Stockholders Rights
	<p>other advantage to which he or she was not legally entitled or (3) his or her acts violated Section 719 of the New York Business Corporation Law.</p>	<p>unlawful stock purchases or redemptions or (4) for any transaction where the director received an improper personal benefit.</p>
Indemnification of directors and officers	<p>A CNB director or officer is entitled to indemnification if such person acted, in good faith, for a purpose which he or she reasonably believed to be in the best interests of the corporation, and in criminal actions, had no reasonable cause to believe that his or her conduct was unlawful.</p>	<p>An NBT director is entitled to indemnification if he or she acted in good faith and in a manner in which he or she reasonably believed to be in, or not opposed to, the best interest of NBT and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.</p>
Restrictions upon certain business transactions	<p>Any business combination involving CNB or a subsidiary and an interested stockholder or affiliate of such interested stockholder requires the affirmative vote of the holders of 75% of the outstanding shares of CNB common entitled to vote. An interested stockholder is any person who beneficially owns 5% or more of CNB's voting stock. However, the above voting requirement will not apply to a business combination involving an interested stockholder or its affiliates if the business combination is approved by 75% of the directors who were directors prior to the time when the interested stockholder became an interested stockholder and the transaction meets other specific requirements outlined in the certificate of incorporation.</p>	<p>Any business combination involving NBT or a subsidiary and a major stockholder or affiliate requires the affirmative vote of the holders of not less than 80% of the outstanding shares of NBT common stock, excluding the shares owned by the major stockholder and its affiliates. The certificate defines major stockholder as any person who beneficially owns 5% or more of NBT's voting stock. However, such an affirmative vote will not apply to a business combination involving a major stockholder or its affiliate if the business combination is approved by two-thirds of the directors who were directors prior to the time when the major stockholder became a major stockholder.</p>
Stockholder Rights Plan	<p>None.</p>	<p>NBT has a stockholder rights plan, which is designed to ensure that a potential acquirer of NBT</p>

will negotiate with the NBT board and that all NBT stockholders will be treated equitably in the event of a takeover attempt. The rights

	CNB Stockholders Rights	NBT Stockholders Rights
Amendments to certificate of incorporation	Amendments generally require the approval of the board of directors and the approval of a majority of the outstanding stock entitled to vote upon the amendment. However, the approval by 75% of the outstanding shares of common stock is required to amend the corporation's articles regarding preemptive rights, opposition to tender offers, business combinations, director liability, and amendment of the corporation's articles, except if the amendment is approved by 75% of the continuing directors, then approval by a majority of the outstanding shares is required.	issued under the plan have certain anti-takeover effects. Amendments generally require the approval of the board of directors and the approval of the holders of a majority of the outstanding stock entitled to vote upon the amendment. Any amendment to those provisions of the certificate of incorporation that relate to business combinations involving NBT or a subsidiary and a major stockholder or affiliate require the affirmative vote of at least 80% of the outstanding shares of voting stock, and if there is a major stockholder, such 80% vote must include the affirmative vote of at least 80% of the outstanding shares of voting stock held by stockholders other than the major stockholder and its affiliates.
Amendments to bylaws	A majority of the directors may make, amend or repeal the bylaws.	A majority of the directors, or stockholders holding a majority of the outstanding shares entitled to vote, may make, amend or repeal the bylaws. The NBT bylaws permit the stockholders to adopt, approve or designate bylaws that may not be amended, altered or repealed except by a specified percentage in interest of all of the stockholders or of a particular class of stockholders.

Description of NBT Capital Stock

Authorized Capital Stock

NBT's current authorized stock consists of 50,000,000 shares of common stock, \$.01 par value per share and 2,500,000 shares of preferred stock, \$.01 par value per share. No shares of NBT

preferred stock are currently outstanding. The NBT board is authorized to issue, without further stockholder approval, preferred stock from time to time in one or more series, and to determine the provisions applicable to each series, including, the number of shares, dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption, sinking fund provisions, redemption price or prices, and liquidation preferences. As of December 20, 2005, 34,400,931 shares of NBT common stock were outstanding.

Common Stock

Under Delaware law, stockholders generally are not personally liable for a corporation's acts or debts. Subject to the preferential rights of any other shares or series of capital stock, holders of shares of NBT common stock are entitled to receive dividends on shares of common stock if, as and when authorized and declared by the NBT board out of funds legally available for dividends and to share ratably in the assets of NBT legally available for distribution to its stockholders in the event of its liquidation, dissolution or winding-up after payment of, or adequate provision for, all known debts and liabilities of NBT.

Each outstanding share of NBT common stock entitles the holder to one vote on all matters submitted to a vote of stockholders, including the election of directors. Unless a larger vote is required by law, the NBT certificate of incorporation or the NBT bylaws, when a quorum is present at a meeting of stockholders, a majority of the votes properly cast upon any question other than the election of directors shall decide the question. A plurality of the votes properly cast for the election of a person to serve as a director shall elect such person. Except as otherwise required by law or except as provided with respect to any other class or series of capital stock, the holders of NBT common stock possess the exclusive voting power. There is no cumulative voting in the election of directors. The NBT board is divided into three classes with each class as equal in number as possible. This means, in general, that each director serves a three-year term and that one-third of the members of the NBT board are subject to reelection at each annual meeting of stockholders.

Holders of NBT common stock have no conversion, sinking fund or redemption rights, or preemptive rights to subscribe for any of NBT's classes of stock.

All shares of NBT common stock have equal dividend, distribution, liquidation and other rights, and have no preference, appraisal or exchange rights.

For a description of the provisions of the NBT certificate of incorporation that may have the effect of delaying, deferring or preventing a change in control of NBT, see *Comparison of Stockholders' Rights Restrictions upon Certain Business Combinations* in the table in the preceding section of this document.

Preferred Stock

The NBT board is authorized, without any further vote or action by the NBT stockholders, to issue shares of preferred stock in one or more series, to establish the number of shares in each series and to fix the designation, powers, preferences and rights of each such series and the qualifications, limitations or restrictions of the series, in each case, if any, as are permitted by Delaware law. Because the NBT board has the power to establish the preferences and rights of each class or series of preferred stock, it may afford the stockholders of any series or class of preferred stock preferences, powers and rights, voting or otherwise, senior to the rights of holders of shares of NBT common stock. The issuance of shares of preferred stock could have the effect of delaying, deferring or preventing a change in control of NBT.

Stockholder Rights Plan

In October 2004, NBT adopted a stockholder rights plan designed to ensure that any potential acquirer of NBT would negotiate with the NBT board and that all NBT stockholders would be treated equitably in the event of a takeover attempt. At that time, NBT paid a dividend of one Preferred Share Purchase Right for each outstanding share of NBT common stock. Similar rights are attached to each share of NBT common stock issued after November 15, 2004, including the shares of common stock

issuable in the merger. Under the rights plan, the rights will not be exercisable until a person or group acquires beneficial ownership of 15 percent or more of the NBT outstanding common stock, or begins a tender or exchange offer for 15 percent or more of the NBT common stock. Additionally, until the occurrence of such an event, the rights are not severable from the NBT common stock and therefore, the rights will transfer upon the transfer of shares of the NBT common stock. Upon the occurrence of such events, each right entitles the holder to purchase one one-thousandth of a share of NBT preferred stock at a price of \$70. The rights plan also provides that upon the occurrence of certain specified events the holders of rights will be entitled to acquire additional equity interests in NBT or in the acquiring entity, such interests having a market value of two times the right's exercise price of \$70. The rights expire October 24, 2014, and are redeemable in whole, but not in part, at NBT's option prior to the time they become exercisable, for a price of \$0.001 per right. The rights have certain anti-takeover effects. The rights may cause substantial dilution to a person or group that attempts to acquire NBT on terms not approved by the NBT board. The rights should not interfere with any merger or other business combination approved by the NBT board.

Registrar and Transfer Agent

NBT's registrar and transfer agent is NBT Bank, N.A.

Applicable Law

The following discussion is a general summary of particular federal and state statutory and regulatory provisions that may be deemed to have an anti-takeover effect.

Delaware Takeover Statute. Section 203 of the Delaware corporation law restricts transactions which may be entered into by the corporation and some of its shareholders. Section 203 provides, in essence, that a shareholder acquiring more than 15% of the outstanding voting stock of a corporation subject to the statute and that person's affiliates and associates, referred to in this section as an interested shareholder, but less than 85% of its shares may not engage in specified business combinations with the corporation for a period of three years after the date on which the shareholder became an interested shareholder unless before that date the corporation's board of directors approved either the business combination or the transaction in which the shareholder became an interested shareholder or at or after that time the business combination is approved by the corporation's board of directors and authorized at an annual or special meeting of shareholders by the affirmative vote of at least 66²/₃% of the outstanding voting stock of the corporation not owned by the interested shareholder. Section 203 defines the term business combination to include a wide variety of transactions with or caused by an interested shareholder in which the interested shareholder receives or could receive a benefit on other than a pro rata basis with other shareholders, including mergers, consolidations, specified types of asset sales, specified issuances of additional shares to the interested shareholder, transactions with the corporation which increase the proportionate interest of the interested shareholder or transactions in which the interested shareholder receives specified other benefits.

New York Takeover Statute. New York law includes an anti-takeover statute that restricts the ability of a New York corporation to engage in a business combination with an interested shareholder for a period of five years following such interested shareholder's stock acquisition date. Under New York law, an interested shareholder is defined as the beneficial owner of 20% or more of the corporation's shares or an affiliate or associate of the corporation who has, within the previous five years, beneficially owned 20% or more of the corporation's then outstanding shares. Covered business combinations include certain mergers and consolidations, dispositions of assets or stock, plans for liquidation or dissolution, reclassifications of securities, recapitalizations and similar transactions. Although New York law permits a corporation to opt out of the anti-takeover statute by an amendment to its bylaws approved by the affirmative vote of a majority of votes of the outstanding voting stock of such corporation, excluding the voting stock of interested shareholders and their affiliates and associates, CNB has not done so.

Federal Law. Federal law provides that, subject to some exemptions, no person acting directly or indirectly or through or in concert with one or more other persons may acquire control of an insured institution or holding company of an insured institution, without giving at least 60 days prior written notice providing specified information to the appropriate federal banking agency. In the case of NBT and NBT Bank, the appropriate federal banking agencies are the Federal Reserve Bank of New York and the Office of the Comptroller of the Currency, respectively, and in the case of CNB and City National Bank, the appropriate federal banking agencies are the Federal Reserve Bank of New York and the Office of the Comptroller of the Currency, respectively. Control is defined for this purpose as the power, directly or indirectly, to direct the management or policies of an insured institution or to vote 25% or more of any class of voting securities of an insured institution. Control is presumed to exist where the acquiring party has voting control of at least 10% of any class of the institution's voting securities and other conditions are present. The Office of the Comptroller of the Currency may prohibit the acquisition of control if the agency finds, among other things, that:

the acquisition would result in a monopoly or substantially lessen competition;

the financial condition of the acquiring person might jeopardize the financial stability of the institution;

the effectiveness of the depository institutions involved in combating money laundering activities or

the competence, experience or integrity of any acquiring person or any of the proposed management personnel indicates that it would not be in the interest of the depositors or the public to permit the acquisition of control by that person.

Federal law also provides that, subject to some exceptions, a bank holding company may not acquire more than five percent of the voting stock of a bank or bank holding company, and a new holding company may not be formed to acquire control of a bank or bank holding company, without the prior approval of the Board of Governors of the Federal Reserve System. Control is defined for this purpose in a similar manner as discussed in the preceding paragraph. The Board of Governors of the Federal Reserve System may not approve the acquisition of control if it finds that the acquisition of control would result in a monopoly or would further an attempt to monopolize the business of banking in any part of the United States or if the acquisition of control would substantially lessen competition or tend to create a monopoly and the anticompetitive effects are not clearly outweighed by the public benefits of the proposed transaction. The Board of Governors of the Federal Reserve System also may not approve the acquisition of control if the company fails to provide the Board of Governors of the Federal Reserve System with adequate assurances regarding the availability of information concerning the operations or activities of the company and any affiliate of the company that the Board of Governors of the Federal Reserve System determines to be appropriate. The Board of Governors of the Federal Reserve System also must take into consideration:

the financial resources and future prospects of the companies and banks concerned, and the convenience and needs of the community to be served;

the managerial resources of a company or bank, including the competence, experience, and integrity of officers, directors, and principal shareholders;

the company's record of meeting the credit needs of its entire community, including low-and moderate-income neighborhoods; and

the effectiveness of the company in combating money laundering activities.

WHERE YOU CAN FIND MORE INFORMATION

NBT and CNB file annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission. You may read and copy any reports, statements or other information that NBT and CNB file with the SEC at the SEC's Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy and information statements and other information about issuers that file electronically with the SEC. The address of the SEC's Internet site is <http://www.sec.gov>. NBT can be found on the Internet at <http://www.nbtbankcorp.com>. NBT's common stock is traded on the Nasdaq Stock Market National Market Tier under the symbol NBTB. CNB can be found on the Internet at <http://www.citynatlbank.com>. CNB's common stock trades on the OTC Bulletin Board under the trading symbol CNBI.OB and is inactively traded.

NBT has filed with the SEC a registration statement on Form S-4 under the Securities Act relating to NBT's common stock to be issued to CNB's shareholders in the merger. As permitted by the rules and regulations of the SEC, this proxy statement/ prospectus does not contain all the information set forth in the registration statement. You can obtain that additional information from the SEC's principal office in Washington, D.C. or the SEC's Internet site as described above. Statements contained in this proxy statement/ prospectus or in any document incorporated by reference into this proxy statement/ prospectus about the contents of any contract or other document are not necessarily complete and, in each instance where the contract or document is filed as an exhibit to the registration statement, reference is made to the copy of that contract or document filed as an exhibit to the registration statement, with each statement of that kind in this proxy statement/ prospectus being qualified in all respects by reference to the document.

INCORPORATION OF DOCUMENTS BY REFERENCE

The SEC allows NBT and CNB to incorporate by reference information into this proxy statement/ prospectus, which means that NBT and CNB can disclose important information to you by referring you to another document filed separately with the SEC. The information that NBT and CNB incorporates by reference is considered a part of this proxy statement/ prospectus, except for any information superseded by information presented in this proxy statement/ prospectus. This proxy statement/ prospectus incorporates important business and financial information about NBT and CNB and their subsidiaries that is not included in or delivered with this document.

This proxy statement/ prospectus incorporates by reference the documents listed below that NBT and CNB have filed with the SEC:

NBT Filings

Filings	Period of Report or Date Filed
Annual Report on Form 10-K	Year ended December 31, 2004
Quarterly Report on Form 10-Q	Quarters ended March 31, 2005, June 30, 2005 and September 30, 2005
Current Reports on Form 8-K	June 14, 2005 and December 27, 2005
The description of NBT common stock contained in NBT's Registration Statement on Form 8-A, including any amendment or report filed for the purpose of updating such description	November 29, 2004

These documents are available without charge to you if you call or write to: Michael J. Chewens, Senior Executive Vice President and Chief Financial Officer, 52 South Broad Street, Norwich, NY 13815, (607) 337-2265.

CNB Filings

Filings	Period of Report or Date Filed
Annual Report on Form 10-K	Year ended December 31, 2004
Quarterly Report on Form 10-Q	Quarter ended March 31, 2005, June 30, 2005 and September 30, 2005
Current Reports on Form 8-K	June 14, 2005 and August 15, 2005
The description of CNB common stock contained in CNB's Current Report on Form 8-K, including any amendment or report filed for the purpose of updating such description	July 15, 1999

These documents are available without charge to you if you call or write to: George A. Morgan, Executive Vice President and Chief Financial Officer, 10-24 North Main Street, P.O. Box 873, Gloversville, NY 12078, (518) 773-7911.

NBT and CNB incorporate by reference additional documents that the companies may file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act between the date of this document and the date of the CNB special meeting. These documents include periodic reports, such as annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, as well as proxy statements.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

We have made forward-looking statements in this document, and in documents that we incorporate by reference. These kinds of statements are subject to risks and uncertainties. Forward-looking statements include the information concerning possible or assumed future results of our operations. When we use words like believes, expects, anticipates or similar expressions, we are making forward-looking statements.

You should note that many factors, some of which are discussed elsewhere in this document and in the documents that we incorporate by reference, could affect our future financial results and could cause those results to differ materially from those expressed in our forward-looking statements. These factors include the following:

adverse changes or conditions in capital or financial markets;

general risks associated with the delivery of financial products and services;

fluctuating investment returns;

adverse changes in interest rates;

rapid technological changes;

increased competition;

less favorable general economic conditions, either nationally or in the markets where the entities are or will be doing business;

change in any applicable law, rule, regulation or practice with respect to tax or accounting issues or otherwise;

the failure to achieve anticipated cost savings or to achieve such savings in a timely manner;

greater costs, customer loss and business disruption in connection with the acquisition or the integration of our companies than expected;

failure to obtain governmental approvals without adverse regulatory conditions;

difficulties associated with achieving expected future financial results; and

failure of CNB's shareholders to approve the acquisition.

The forward-looking statements are made as of the date of this document, and we assume no obligation to update the forward-looking statements or to update the reasons why actual results could differ from those projected in the forward-looking statements.

No person is authorized to give any information or to make any representation not contained in this document, and, if given or made, that information or representation should not be relied upon as having been authorized. This document does not constitute an offer to sell, or a solicitation of an offer to purchase, any of NBT's common stock offered by this document, or the solicitation of a proxy, in any jurisdiction in which it is unlawful to make that kind of offer or solicitation. Neither the delivery of this document nor any distribution of NBT's common stock offered pursuant to this proxy statement/ prospectus shall, under any circumstances, create an implication that there has been no change in the affairs of CNB or NBT or the information in this document or the documents or reports incorporated by reference into this document since the date of this document.

SHAREHOLDER PROPOSALS

Any proposal which a CNB shareholder wishes to have included in CNB's proxy statement and form of proxy relating to CNB's 2005 special meeting of shareholders must be received by CNB at its principal executive offices at 10-24 North Main Street, P.O. Box 873, Gloversville, New York 12078-0873, a reasonable time before CNB begins to print and mail its proxy materials for such meeting. Nothing in this

paragraph shall be deemed to require CNB to include in its proxy statement and form of proxy for such meeting any shareholder proposal which does not meet the requirements of the SEC, including Rule 14a-8 of the Securities Exchange Act of 1934, as amended, in effect at the time. In addition, all shareholder proposals must comply with the CNB's bylaws and New York law. If the merger agreement is approved and the merger takes place, CNB will not have an annual meeting of shareholders in 2006 or subsequent years.

OTHER MATTERS

We do not expect that any matters other than those described in this document will be brought before the special meeting. If any other matters are presented, however, it is the intention of the persons named in the CNB proxy card, to vote proxies in accordance with the determination of a majority of CNB's Board of Directors, including, without limitation, a motion to adjourn or postpone the special meeting to another time and/or place for the purpose of soliciting additional proxies in order to approve the merger agreement or otherwise.

EXPERTS

The consolidated financial statements of NBT at December 31, 2004 and 2003, and for each of the years in the three-year period ended December 31, 2004, and management's assessment of the effectiveness of internal control over financial reporting at December 31, 2004 have been incorporated by reference into this document and in the registration statement in reliance on the reports of KPMG LLP, independent registered public accounting firm, which are incorporated by reference into this document and into the registration statement by reference to NBT's Annual Report on Form 10-K for the year ended December 31, 2004, and upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of CNB, at December 31, 2004 and 2003 and for each of the years in the three-year period ended December 31, 2004 have been incorporated into this document by reference from the CNB Annual Report on Form 10-K for the year ended December 31, 2004, in reliance on the report of KPMG LLP, independent registered public accounting firm, and have been so incorporated in reliance upon the report of that firm given upon their authority as experts in accounting and auditing.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

A representative of KPMG LLP will be present at the CNB special meeting. The representative will have the opportunity to make a statement if he/she desires to do so and is expected to be available to respond to appropriate questions.

LEGAL MATTERS

The validity of NBT's common stock to be issued in the merger has been passed upon by Hogan & Hartson L.L.P., Washington, D.C. Certain federal income tax matters described herein will be passed upon by Hogan & Hartson L.L.P., New York, New York.

**AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
NBT BANCORP INC.
AND
CNB BANCORP, INC.
JUNE 13, 2005**

TABLE OF CONTENTS

ARTICLE I	Certain Definitions	A-1
1.1.	Certain Definitions	A-1
ARTICLE II	The Merger	A-6
2.1.	Merger	A-6
2.2.	Closing; Effective Time	A-6
2.3.	Certificate of Incorporation and Bylaws	A-6
2.4.	Directors and Officers of Surviving Corporation	A-6
2.5.	Effects of the Merger	A-6
2.6.	Tax Consequences	A-6
2.7.	Possible Alternative Structures	A-7
2.8.	Additional Actions	A-7
ARTICLE III	Conversion of Shares	A-7
3.1.	Conversion of CNB Common Stock; Merger Consideration	A-7
3.2.	Election Procedures	A-9
3.3.	Procedures for Exchange of CNB Common Stock	A-10
3.4.	Treatment of CNB Options	A-12
3.5.	Bank Merger	A-13
3.6.	Reservation of Shares	A-13
ARTICLE IV	Representations and Warranties of CNB	A-14
4.1.	Standard	A-14
4.2.	Organization	A-14
4.3.	Capitalization	A-15
4.4.	Authority; No Violation	A-15
4.5.	Consents	A-16
4.6.	Financial Statements	A-16
4.7.	Taxes	A-17
4.8.	No Material Adverse Effect	A-17
4.9.	Material Contracts; Leases; Defaults	A-17
4.10.	Ownership of Property; Insurance Coverage	A-18
4.11.	Legal Proceedings	A-19
4.12.	Compliance With Applicable Law	A-19
4.13.	Employee Benefit Plans	A-20
4.14.	Brokers, Finders and Financial Advisors	A-22
4.15.	Environmental Matters	A-22
4.16.	Loan Portfolio	A-23
4.17.	Related Party Transactions	A-24
4.18.	Deposits	A-24
4.19.	Antitakeover Provisions Inapplicable; Required Vote	A-24
4.20.	Registration Obligations	A-24
4.21.	Risk Management Instruments	A-25
4.22.	Fairness Opinion	A-25
4.23.	Intellectual Property	A-25

4.24.	Duties as Fiduciary	A-25
4.25.	Employees; Labor Matters	A-25
4.26.	CNB Information Supplied	A-26
4.27.	Securities Documents	A-26
4.28.	Internal Controls	A-26
4.29.	Bank Owned Life Insurance	A-26
4.30.	American Jobs Creation Act	A-26
4.31.	Termination of Adirondack Advisory Board	A-26
ARTICLE V Representations and Warranties of NBT		A-27
5.1.	Standard	A-27
5.2.	Organization	A-27
5.3.	Capitalization	A-28
5.4.	Authority; No Violation	A-28
5.5.	Consents	A-29
5.6.	Financial Statements	A-29
5.7.	No Material Adverse Effect	A-29
5.8.	Legal Proceedings	A-29
5.9.	Securities Documents	A-30
5.10.	Antitakeover Provisions Inapplicable	A-30
5.11.	NBT Common Stock	A-30
ARTICLE VI Covenants of CNB		A-30
6.1.	Conduct of Business	A-30
6.2.	Current Information	A-34
6.3.	Access to Properties and Records	A-34
6.4.	Financial and Other Statements	A-35
6.5.	Maintenance of Insurance	A-35
6.6.	Disclosure Supplements	A-36
6.7.	Consents and Approvals of Third Parties	A-36
6.8.	All Reasonable Efforts	A-36
6.9.	Failure to Fulfill Conditions	A-36
6.10.	No Solicitation	A-36
6.11.	Reserves and Merger-Related Costs	A-37
6.12.	Board of Directors and Committee Meetings	A-37
6.13.	Transaction Expenses of CNB	A-37
ARTICLE VII Covenants of NBT		A-38
7.1.	Conduct of Business	A-38
7.2.	Current Information and Consultation	A-38
7.3.	Financial and Other Statements	A-38
7.4.	Disclosure Supplements	A-38
7.5.	Consents and Approvals of Third Parties	A-38
7.6.	All Reasonable Efforts	A-38
7.7.	Failure to Fulfill Conditions	A-38
7.8.	Employee Benefits	A-39
7.9.	Directors and Officers Indemnification and Insurance	A-41
7.10.	Stock Listing	A-42

7.11.	Stock and Cash Reserve	A-42
7.12.	Communications to CNB Employees; Training	A-43
7.13.	Advisory Board	A-43
ARTICLE VIII Regulatory and Other Matters		A-43
8.1.	Meeting of Shareholders	A-43
8.2.	Proxy Statement-Prospectus; Merger Registration Statement	A-43
8.3.	Regulatory Approvals	A-44
8.4.	Affiliates	A-44
ARTICLE IX Closing Conditions		A-45
9.1.	Conditions to Each Party's Obligations under this Agreement	A-45
9.2.	Conditions to the Obligations of NBT under this Agreement	A-46
9.3.	Conditions to the Obligations of CNB under this Agreement	A-46
ARTICLE X The Closing		A-47
10.1.	Time and Place	A-47
10.2.	Deliveries at the Pre-Closing and the Closing	A-47
ARTICLE XI Termination, Amendment and Waiver		A-47
11.1.	Termination	A-47
11.2.	Effect of Termination	A-50
11.3.	Amendment, Extension and Waiver	A-51
ARTICLE XII Miscellaneous		A-52
12.1.	Confidentiality	A-52
12.2.	Public Announcements	A-52
12.3.	Survival	A-52
12.4.	Notices	A-52
12.5.	Parties in Interest	A-53
12.6.	Complete Agreement	A-53
12.7.	Counterparts	A-53
12.8.	Severability	A-53
12.9.	Governing Law	A-53
12.10.	Interpretation	A-53
12.11.	Specific Performance	A-54
12.12.	Waiver of Trial by Jury	A-54
Exhibit A	Form of Agreement and Plan of Bank Merger (omitted)	
Exhibit B	Affiliates Agreement (omitted)	

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this Agreement) is dated as of June 13, 2005, by and between NBT Bancorp Inc., a Delaware corporation (NBT), and CNB Bancorp, Inc., a New York corporation (CNB).

Recitals

1. The Board of Directors of each of NBT and CNB (i) has determined that this Agreement and the business combination and related transactions contemplated hereby are in the best interests of their respective companies and shareholders and (ii) has determined that this Agreement and the transactions contemplated hereby are consistent with and in furtherance of their respective business strategies, and (iii) has approved this Agreement at meetings of each of such Boards of Directors.

2. In accordance with the terms of this Agreement, CNB will merge with and into NBT (the Merger), and immediately thereafter City National Bank and Trust Company, which is a wholly owned subsidiary of CNB, will be merged with and into NBT Bank, N.A., a wholly owned subsidiary of NBT.

3. The parties intend the Merger to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the Code), and that this Agreement be and is hereby adopted as a plan of reorganization within the meaning of Sections 354 and 361 of the Code.

4. The parties desire to make certain representations, warranties and agreements in connection with the business transactions described in this Agreement and to prescribe certain conditions thereto.

5. In consideration of the mutual covenants, representations, warranties and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Certain Definitions

1.1. *Certain Definitions.*

As used in this Agreement, the following terms have the following meanings (unless the context otherwise requires, references to Articles and Sections refer to Articles and Sections of this Agreement).

Affiliate means any Person who directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person and, without limiting the generality of the foregoing, includes any executive officer or director of such Person and any Affiliate of such executive officer or director.

Agreement means this agreement, and any amendment hereto.

BHCA shall mean the Bank Holding Company Act of 1956, as amended.

Bank Merger shall mean the merger of City National Bank with and into NBT Bank, with NBT Bank as the surviving institution, which merger shall occur immediately following the Merger.

Bank Regulator shall mean any Federal or state banking regulator, including but not limited to the OCC, FDIC, NYSBD and the FRB, which regulates or has the statutory authority to regulate, even if only for a moment in time, NBT Bank, City National Bank, and their respective holding companies or subsidiaries, as the case may be.

Certificate shall mean a certificate or book entry stock evidencing shares of CNB Common Stock.

City National Bank shall mean City National Bank and Trust Company, a national banking association, with its principal office located at 10-24 North Main Street, Gloversville, New York 12078, and which is a wholly owned subsidiary of CNB.

Closing Date shall have the meaning set forth in Section 2.2.

CNB shall mean CNB Bancorp, Inc., a New York corporation, with its principal office located at 10-24 North Main Street, Gloversville, New York 12078.

CNB Benefit Plans shall have the meaning set forth in Section 4.13.1.

CNB Common Stock shall mean the common shares, par value \$2.50 per share, of CNB.

CNB Disclosure Schedule shall mean the collective written disclosure schedules delivered by CNB to NBT pursuant hereto, and specifically referring to the appropriate section of this Agreement to which such schedule relates.

CNB Financial Statements shall mean (i) the audited consolidated statements of financial condition (including related notes and schedules) of CNB as of December 31, 2004 and 2003 and the consolidated statements of income, comprehensive income, changes in shareholders' equity and cash flows (including related notes and schedules, if any) of CNB for each of the three years ended December 31, 2004, 2003 and 2002, as set forth in CNB's annual report on Form 10-K for the year ended December 31, 2004, and (ii) the unaudited interim consolidated financial statements of CNB as of the end of each calendar quarter following December 31, 2004, and for the periods then ended, as filed by CNB in its Securities Documents.

CNB Incentive Stock Option shall have the meaning set forth in Section 3.4.1.

CNB Nonqualified Stock Option shall mean any CNB Option that is not a CNB Incentive Stock Option.

CNB Option shall mean an option to purchase shares of CNB Common Stock granted pursuant to any of the CNB Stock Option Plans and the outstanding option agreements, and outstanding as of the date hereof, as set forth in CNB Disclosure Schedule 3.4.1.

CNB Regulatory Reports means the Call Reports of City National Bank, and accompanying schedules (other than such schedules as are required to be kept confidential pursuant to applicable law or regulatory requirements), as filed with the FDIC with respect to each calendar quarter beginning with the quarter ended March 31, 2005, through the Closing Date, and all Annual Reports on Form FR Y-6 and any Current Report on Form FR Y-6A filed with the FRB by CNB from December 31, 2004 through the Closing Date.

CNB Shareholders Meeting shall have the meaning set forth in Section 8.1.1.

CNB Stock Option Plans shall mean (i) the Adirondack Financial Services Bancorp, Inc. 1998 Stock Option and Incentive Plan, the obligations of Adirondack Financial Services Bancorp, Inc. under that plan having been assumed by CNB, (ii) the CNB Bancorp, Inc. Stock Option Plan, and (iii) the CNB Bancorp, Inc. Long-Term Incentive Compensation Plan.

CNB Subsidiary means any corporation, 10% or more of the capital stock of which is owned, either directly or indirectly, by CNB or City National Bank, except any corporation the stock of which is held in the ordinary course of the lending activities of City National Bank.

COBRA shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code shall mean the Internal Revenue Code of 1986, as amended.

Confidentiality Agreement shall mean the confidentiality agreement referred to in Section 12.1 of this Agreement.

DGCL shall mean the Delaware General Corporation Law.

Dissenting Shares shall have the meaning set forth in Section 3.1.6.

Dissenting Shareholder shall have the meaning set forth in Section 3.1.6.

Effective Time shall mean the date and time specified pursuant to Section 2.2 as the effective time of the Merger.

Environmental Laws shall mean any applicable Federal, state or local law, statute, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction or agreement with any governmental entity relating to (1) the protection, preservation or restoration of the environment (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface soil, subsurface soil, plant and animal life or any other natural resource), and/or (2) the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of Materials of Environmental Concern. The term Environmental Law includes without limitation (a) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, et seq; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq; the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq; the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, et seq; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq; the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq; and all comparable state and local laws, and (b) any common law (including without limitation common law that may impose strict liability) that may impose liability or obligations for injuries or damages due to the presence of or exposure to any Materials of Environmental Concern.

ERISA shall mean the Employee Retirement Income Security Act of 1974, as amended.

ERISA Affiliate means, with respect to any Person, any other Person that, together with such Person, would be treated as a single employer under Section 414 of the Code or Section 4001 of ERISA.

Exchange Act shall mean the Securities Exchange Act of 1934, as amended.

Exchange Agent shall mean NBT Bank, or such other bank or trust company or other agent designated by NBT, which shall act as agent for NBT in connection with the exchange procedures for exchanging Certificates for the Merger Consideration.

Exchange Fund shall have the meaning set forth in Section 3.3.1.

Exchange Ratio shall have the meaning set forth in Section 3.1.3.

FDIC shall mean the Federal Deposit Insurance Corporation or any successor thereto.

FHLB shall mean the Federal Home Loan Bank of New York or any successor thereto.

FRB shall mean the Board of Governors of the Federal Reserve System, or any designee thereof or successor thereto.

GAAP shall mean accounting principles generally accepted in the United States of America.

Governmental Entity shall mean any Federal or state court, administrative agency or commission or other governmental authority or instrumentality.

Insurance Regulator shall mean the New York State Insurance Department.

IRS shall mean the United States Internal Revenue Service.

Knowledge as used with respect to a Person (including references to such Person being aware of a particular matter) means those facts that are known by the executive officers and directors of such Person, and includes any facts, matters or circumstances set forth in any written notice from any Bank Regulator or any other material written notice received by an executive officer or director of that Person.

Loan Property shall have the meaning set forth in Section 4.15.2.

Material Adverse Effect shall mean, with respect to NBT or CNB, respectively, any effect that (i) is material and adverse to the financial condition, results of operations or business of NBT and its Subsidiaries taken as a whole, or CNB and its Subsidiaries taken as a whole, respectively, or

(ii) materially impairs the ability of either CNB, on the one hand, or NBT, on the other hand, to perform its obligations under this Agreement or otherwise materially impedes the consummation of the transactions contemplated by this Agreement; provided that **Material Adverse Effect** shall not be deemed to include the impact of (a) changes in laws and regulations affecting banking institutions and their holding companies generally, or interpretations thereof by courts or governmental agencies, (b) changes in GAAP or regulatory accounting principles generally applicable to financial institutions and their holding companies, (c) actions and omissions of a party hereto (or any of its Subsidiaries) taken with the prior written consent of the other party, (d) compliance with this Agreement on the business, financial condition or results of operations of the parties and their respective Subsidiaries, including the reasonable and contemplated expenses incurred by the parties hereto in consummating the transactions contemplated by this Agreement, and (e) any change in the value of the securities or loan portfolio of NBT or CNB, respectively, whether held as available for sale or held to maturity, resulting solely from a change in interests rates generally.

Materials of Environmental Concern means pollutants, contaminants, wastes, toxic substances, petroleum and petroleum products, and any other materials regulated under Environmental Laws.

Merger shall mean the merger of CNB with and into NBT pursuant to the terms hereof.

Merger Consideration shall mean the cash or NBT Common Stock, or combination thereof, in an aggregate per share amount to be paid by NBT for each share of CNB Common Stock, as set forth in Section 3.1.

Merger Registration Statement shall mean the registration statement, together with all amendments, filed with the SEC under the Securities Act for the purpose of registering the offer of shares of NBT Common Stock to be offered to holders of CNB Common Stock in connection with the Merger.

NBT shall mean NBT Bancorp Inc., a Delaware corporation, with its principal executive offices located at 52 South Broad Street, Norwich, New York 13815.

NBT Bank shall mean NBT Bank, N.A., a national banking association, with its principal offices located at 52 South Broad Street, Norwich, New York 13815, and which is a wholly owned subsidiary of NBT.

NBT Common Stock shall mean the common stock, par value \$0.01 per share, of NBT.

NBT Disclosure Schedule shall mean a written disclosure schedule delivered by NBT to CNB specifically referring to the appropriate section of this Agreement.

NBT Financial Statements shall mean the (i) the audited consolidated statements of financial condition (including related notes and schedules) of NBT as of December 31, 2004 and 2003 and the consolidated statements of income, comprehensive income, changes in shareholders' equity and cash flows (including related notes and schedules, if any) of NBT for each of the three years ended December 31, 2004, 2003 and 2002, as set forth in NBT's annual report on Form 10-K for the year ended December 31, 2004, and (ii) the unaudited interim consolidated financial statements of NBT as of the end of each calendar quarter following December 31, 2004, and for the periods then ended, as filed by NBT in its Securities Documents.

NBT Rights Plan means the Rights Agreement dated as of November 15, 2004, between NBT Bancorp Inc. and Registrar and Transfer Company.

NBT Subsidiary means any corporation, 50% or more of the capital stock of which is owned, either directly or indirectly, by NBT or NBT Bank, except any corporation the stock of which is held in the ordinary course of the lending activities of NBT.

NYBCL shall mean the New York Business Corporation Law.

NYSBD shall mean the New York State Banking Department.

OCC shall mean the Office of the Comptroller of the Currency, any district office thereof, or any successor thereto.

Option Payment means the product of (i) the excess of (A) the Cash Consideration over (B) the exercise price per share of a CNB Nonqualified Stock Option *multiplied by* (ii) the number of shares of CNB Common Stock subject to such CNB Nonqualified Stock Option.

Participation Facility shall have the meaning set forth in Section 4.15.2.

PBGC shall mean the Pension Benefit Guaranty Corporation or any successor thereto.

Person shall mean any individual, corporation, partnership, joint venture, association, trust or group (as that term is defined under the Exchange Act).

Proxy Statement-Prospectus shall have the meaning set forth in Section 8.2.1.

Regulatory Agreement shall have the meaning set forth in Section 4.12.3.

Regulatory Approvals means the approval of any Bank Regulator that is necessary in connection with the consummation of the Merger, the Bank Merger and the related transactions contemplated by this Agreement.

Replacement Incentive Stock Option means an option to acquire NBT Common Stock on the same terms and conditions as were applicable under the terms of the related CNB Incentive Stock Option and any CNB Stock Option Plan under which such CNB Incentive Stock Option was issued (or as near thereto as is practicable).

Representative shall have the meaning set forth in Section 3.2.2.

Rights shall mean warrants, options, rights, convertible securities, stock appreciation rights and other arrangements or commitments which obligate an entity to issue or dispose of any of its capital stock or other ownership interests or which provide for compensation based on the equity appreciation of its capital stock.

SEC shall mean the Securities and Exchange Commission or any successor thereto.

Securities Act shall mean the Securities Act of 1933, as amended.

Securities Documents shall mean all reports, offering circulars, proxy statements, registration statements and all similar documents filed pursuant to the Securities Laws.

Securities Laws shall mean the Securities Act; the Exchange Act; the Investment Company Act of 1940, as amended; the Investment Advisers Act of 1940, as amended; the Trust Indenture Act of 1939, as amended, and the rules and regulations of the SEC promulgated thereunder.

Significant Subsidiary shall have the meaning set forth in Rule 1-02 of Regulation S-X of the SEC.

Subsidiary means any corporation, 10% or more of the capital stock of which is owned, either directly or indirectly, except any corporation the stock of which is held in the ordinary course of the lending activities of either NBT Bank or City National Bank, as applicable.

Surviving Corporation shall have the meaning set forth in Section 2.1.

Termination Date shall mean March 31, 2006.

Treasury Stock shall have the meaning set forth in Section 3.1.2.

Other terms used herein are defined in the preamble and elsewhere in this Agreement.

ARTICLE II
The Merger

2.1. *Merger.*

Subject to the terms and conditions of this Agreement, at the Effective Time: (a) CNB shall merge with and into NBT, with NBT as the resulting or surviving corporation (the *Surviving Corporation*); and (b) the separate existence of CNB shall cease and all of the rights, privileges, powers, franchises, properties, assets, liabilities and obligations of CNB shall be vested in and assumed by NBT. As part of the Merger, each outstanding share of CNB Common Stock will be converted into the right to receive the Merger Consideration pursuant to the terms of Article III.

2.2. *Closing; Effective Time.*

The Merger shall be effected by the filing of a certificate of merger with the Delaware Department of State and the New York Department of State on the day of the Closing (the *Closing Date*), in accordance with the DGCL and NYBCL, respectively. The *Effective Time* means the date and time upon which the certificate of merger is filed with the Delaware Department of State and the New York Department of State, or as otherwise stated in the certificate of merger, in accordance with the DGCL and NYBCL, respectively.

2.3. *Certificate of Incorporation and Bylaws.*

The Certificate of Incorporation and Bylaws of NBT as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation, until thereafter amended as provided therein and by applicable law.

2.4. *Directors and Officers of Surviving Corporation.*

Until changed in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, the officers and directors of NBT immediately prior to the Effective Time shall be the officers of Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified. At the Effective Time, the number of persons constituting the Board of Directors of NBT Bank shall be increased by two members, and Timothy E. Delaney and Brian K. Hanaburgh (each a *New Member* and collectively, the *New Members*) shall be appointed to the NBT Bank Board with a term of office expiring at the annual meeting of stockholders of NBT Bank to be held following the Effective Time; *provided, however*, that NBT Bank shall not have any obligation to appoint any *New Member* to serve on NBT Bank's Board if such person is not a member of either the CNB or the City National Bank Board of Directors immediately prior to the Effective Time.

2.5. *Effects of the Merger.*

At and after the Effective Time, the Merger shall have the effects as set forth in the DGCL and NYBCL.

2.6. *Tax Consequences.*

It is intended that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code, and that this Agreement shall constitute a *plan of reorganization* as that term is used in Sections 354 and 361 of the Code. From and after the date of this Agreement and until the Closing, each party hereto shall use its reasonable best efforts to cause the Merger to qualify, and will not knowingly take any action, cause any action to be taken, fail to take any action or cause any action to fail to be taken which action or failure to act would reasonably