



F85196

Inter-Office
Communication

Comptroller of Florida
Division of Banking

DATE: June 23, 2000

TO: Karon Beyer, Department of State/Division of Corporations/Bureau of Commercial Recording

FROM: *JP* John A. Pullen, Division of Banking

SUBJECT: * Formation of Harris Trust/Bank of Montreal Interim Bank Florida (Successor Institution)
* Merger of the Successor Institution into Village Banc of Naples
* Merger of Village Banc of Naples into Harris Trust/Bank of Montreal

1. Please file the attached "Articles of Incorporation" (original and 10 copies) for Harris Trust/Bank of Montreal Interim Bank Florida, using July 1, 2000, as the effective date.
2. Please file the attached "Plan of Merger and Merger Agreement" (original and 10 copies) for the merger of Harris Trust/Bank of Montreal Interim Bank Florida into Village Banc of Naples, using July 1, 2000, as the effective date.
3. Please file the attached "Plan of Merger and Merger Agreement" (original and 10 copies) for the merger of Village Banc of Naples into Harris Trust/Bank of Montreal, using July 1, 2000, as the effective date.

Please make the following distribution of certified copies of each of the above documents:

(1) One copy to: Division of Banking
101 East Gaines Street
Suite 636
Tallahassee, Florida 32399-0350

(2) Nine copies to: Bruce H. Roberson, Esquire
Holland & Knight LLP
Post Office Box 1288
Tampa, Florida 33602-4300

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-06/26/00--01001--014
***262.50 ***157.50

Also attached are two checks (\$262.50 and \$175.00) which represent payment of the applicable fees. If there is an underpayment, please contact Mr. Roberson at (813) 227-6461. If there is an overpayment, please issue a refund to Holland & Knight.

If you have any questions, please call me at 410-9527.

Attachment

cc: Federal Reserve Bank of Chicago, Chicago, Illinois
Federal Deposit Insurance Corporation, Atlanta, Georgia
Bureau of Financial Institutions - District II
Miami Area Financial Manager
West Palm Area Financial Manager

EFFECTIVE DATE
7-1-2000

Mr. Roberson authorized to
add President's name for
both corporations.

Merger
HKS
6-27-2000

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 JUN 23 AM 9:06

ARTICLES OF MERGER
Merger Sheet

MERGING:

VILLAGE BANC OF NAPLES, a Florida corporation (Document #P95000095302)

INTO

HARRIS TRUST/BANK OF MONTREAL, a Florida entity, F85196

File date: June 23, 2000, effective July 1, 2000

Corporate Specialist: Louise Flemming-Jackson



ROBERT F. MILLIGAN
COMPTROLLER OF FLORIDA

OFFICE OF COMPTROLLER

DEPARTMENT OF BANKING AND FINANCE

STATE OF FLORIDA

TALLAHASSEE


32399-0350

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

00 JUN 23 AM 9:06

Having given my approval on May 23, 2000, to merge Village Banc of Naples, Naples, Collier County, Florida, into Harris Trust/Bank of Montreal, West Palm Beach, Palm Beach County, Florida, and being satisfied that the conditions of my approval have been met, I hereby approve for filing with the Department of State, the attached "Agreement and Plan of Merger", which contains the Articles of Incorporation of Harris Trust/Bank of Montreal (the resulting bank), so that effective on July 1, 2000, they shall read as stated herein.

Signed on this 9th day of June 2000.


Comptroller

EFFECTIVE DATE
7-1-2000

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

PLAN OF MERGER AND MERGER AGREEMENT

00 JUN 23 AM 9: 06

Village Banc of Naples

with and into

Harris Trust/Bank of Montreal

under the charter of

Harris Trust/Bank of Montreal

under the title of

Harris Trust/Bank of Montreal

(Resulting Financial Institution)

This AGREEMENT, dated as of February 1, 2000, made between **Harris Trust/Bank of Montreal** (hereinafter referred to as "**HTBM**"), a financial institution organized under the laws of the State of **Florida**, with its main office located at **777 South Flagler Drive, Suite 140, West Palm Beach, County of Palm Beach, in the State of Florida**, (and 2 branch offices and 2 trust service offices located as set forth on attached **Exhibit 1**), with Total Capital Accounts of **\$1,000,000**, divided into **50,000** shares of Capital Stock, each with \$20 par value, Surplus of **\$22,554,000**, and Undivided Profits or Retained Earnings of **\$(897,000)** as of **December 31, 1999**, and **Village Banc of Naples** (hereinafter referred as "**VBN**"), a financial institution organized under the laws of the State of **Florida**, with its main office located at **4040 Gulf Shore Boulevard North, Naples, County of Collier, in the State of Florida**, (and 1 branch office and 0 trust service offices as set forth on attached **Exhibit 1**) with Total Capital Accounts of **\$3,118,000**, divided into **623,500** shares of Capital Stock, each with \$5 par value, Surplus of **\$2,034,000**, and Undivided Profits of **\$(352,000)** as of **December 31, 1999**, each acting pursuant to a resolution of its Board of Directors, adopted by the vote of a majority of its directors, pursuant to the authority given in accordance with the provisions of Section 658.40 through 658.45, Florida Statutes, witnesseth as follows:

SECTION 1.

Village Banc of Naples shall be merged into **Harris Trust/Bank of Montreal** under the charter of **Harris Trust/Bank of Montreal**.

SECTION 2.

The name of the Resulting Financial Institution shall be "**Harris Trust/Bank of Montreal**." The Resulting Financial Institution **will** exercise trust powers.

SECTION 3.

The business of the Resulting Financial Institution shall be that of a **general commercial banking** business. The business shall be conducted by the Resulting Financial Institution at its main office which shall be located at **777 South Flagler Drive, Suite 140, West Palm Beach, County of Palm Beach, in the State of Florida**, and at each existing branch office and trust service office as **set forth on the attached Exhibit 1**.

SECTION 4.

The amount of Total Capital Accounts of the Resulting Financial Institution shall be **\$1,000,000**, divided into **50,000** shares of Capital Stock, each with **\$20** par value, and at the time the merger shall become effective, the Resulting Financial Institution shall have a Surplus of **\$22,554,000** and Undivided Profits or Retained Earnings, which when combined with the capital stock and surplus will equal to the combined total capital accounts of all of the merging or constituent financial institutions as stated in the preamble of this agreement, adjusted, however, for normal earnings and expenses between **December 31, 1999**, and the effective time of the merger and for cash payments **for the purchase of VBN stock and VBN stock options** as set forth under Section 7 and/or Section 8 of this Agreement.

SECTION 5.

All assets of **VDN**, as they exist at the effective time of the merger shall pass to and vest in the Resulting Financial Institution without any conveyance or other transfer; and the Resulting Financial Institution shall be considered the same business and corporate entity as each constituent financial institution with all the rights, powers, and duties of each constituent financial institution and the Resulting Financial Institution shall be responsible for all the liabilities of every kind and description, including liabilities arising out of the operation of a Trust Department, of each of the financial institutions existing as of the effective time of the merger.

SECTION 6.

VDN, shall contribute to the Resulting Financial Institution acceptable assets having a book value, over and above its liability to its creditors, of at least **\$4,266,000**, having an estimated fair value as shown on the books of the financial institution over and above its liability to its creditors, of at least **\$9,400,000**, or **220%** of the estimated fair value of the excess acceptable assets, over and above liabilities to creditors, of the Resulting Financial Institution, adjusted, however, for normal earnings and expenses between **December 31, 1999**, and the effective time of the merger, and for allowance of cash payments, if any, permitted under this agreement.

The difference between the book value and the estimated fair value of assets to be contributed by **VDN** is made up as follows: **Goodwill of \$9,400,000**.

At the effective time of the merger **HTBM** shall have on hand acceptable assets having a book value of at least **\$5,120,000**, over and above its liability to its creditors, and having a fair value, over and above its liability to its creditors, of at least **\$5,120,000**, or **100%** of the estimated fair value of excess acceptable assets, over and above liabilities to creditors, of the Resulting Financial Institution, adjusted, however, for normal earnings and expenses between **December 31, 1999**, and the effective time of the merger, and for allowance of cash payments, if any, permitted under this agreement.

SECTION 7.

Of the capital stock of the Resulting Financial Institution, the presently outstanding **50,000** shares of capital stock of **HTBM** each of **\$20** par value, shall remain outstanding as **50,000** shares of the Resulting Financial Institution, each of **\$20** par value, and the holders thereof shall retain their present rights therein.

SECTION 8.

The shares of the Resulting Financial Institution which are not taken by dissenting shareholders of constituent financial institutions shall be disposed of **pursuant to the terms of Section 9 below.**

SECTION 9.

The owners of shares which voted against the approval of the merger shall be entitled to receive their value in cash, if and when the merger becomes effective. The value of such shares of the above named constituent state financial institutions shall be determined in accordance with Section 658.44, Florida Statutes.

SECTION 10.

Neither of the financial institutions shall declare or pay any dividend to its shareholders between the date of this agreement and the time at which the merger shall become effective, nor dispose of any of its assets in any other manner except in the normal course of business and for adequate value.

SECTION 11.

The following named persons shall serve as the Board of Directors and executive officers of the Resulting Financial Institution until the next annual meeting of shareholders or until such time as their successors have been elected and have qualified.

Directors:

Name and Address

Occupation

**Albert E. Bates
2950 Wilderness Boulevard East
Parrish, FL 34219**

Private Investor

**Susan M. Brainerd
Ringling Museum of Art
5401 Bay Shore Road
Sarasota, FL 34243**

Director of Education

**Harrison K. Chauncey, Jr.
Law Offices of Harrison K. Chauncey, Jr.
241 Bradley Place
Palm Beach, FL 33480**

Attorney

**Carl S. Hutman
3265 NW 62nd Lane
Boca Raton, FL 33496-3395**

Private Investor

**Richard L. Klass
8889 Pelican Bay Boulevard
Suite 303
Naples, FL 33496-3395**

Private Investor

**Robert P. Marschall
2401 PGA Boulevard
Suite 280A
Palm Beach Gardens, FL 33410**

Attorney

**Roy C. Palmer
4423 Bay Shore Road
Sarasota, FL 34234**

Private Investor

**Renno L. Peterson
Esperti Peterson
Two North Tamiami Trail
Suite 606
Sarasota, FL 34236**

Attorney

John M. Stewart
777 South Flagler Drive
Suite 140
West Palm Beach, FL 33401

President/CEO
Harris Trust/Bank of Montreal

William E. Thonn
111 West Monroe Street
3 West
Chicago, IL 60603

Executive Vice President
Harris Trust and Savings Bank

Senior Executive Officers:

John M. Stewart
777 South Flagler Drive
Suite 140
West Palm Beach, FL 33401

President/CEO
Harris Trust/Bank of Montreal

William T. Ross
777 South Flagler Drive
Suite 140
West Palm Beach, FL 33401

Senior Vice President
Harris Trust/Bank of Montreal

SECTION 12.

This agreement may be terminated by the parties hereto prior to the time it becomes effective only as provided in Section VII of the Affiliation Agreement, dated February 1, 2000, between VBN and HTBM.

SECTION 13.

This agreement shall be ratified and confirmed by the affirmative vote of the shareholders of each of the financial institutions owning at least a majority of its capital stock outstanding, at a meeting to be held on the call of the Directors or as otherwise provided by the bylaws, and the merger shall become effective at the time specified in a Certificate to be issued by the Comptroller of Florida, pursuant to 658.45, Florida Statutes, under the seal of his office, approving the merger.

SECTION 14.

This agreement is also subject to the following terms and conditions:

- (a) The Florida Department of Banking and Finance shall have approved this Agreement to Merge and shall have issued all other necessary authorizations and approvals for the merger, including a Certificate of Merger.
- (b) The appropriate federal regulatory agency(ies) shall have approved the merger and shall have issued all other necessary authorizations and approvals for the merger, and any statutory waiting period shall have expired.

SECTION 15.

Effective as of the time this merger shall become effective as specified in the "Certificate of Merger" to be issued by the Comptroller of Florida, the Articles of Incorporation of the Resulting Financial Institution shall read as **set forth on attached Exhibit 2.**

SECTION 16.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 17.

This agreement is subject to the terms of the Affiliation Agreement, dated February 1, 2000, between VBN and Harris Trust/Bank of Montreal.

1st day of FEBRUARY, 2000, each hereunto set by its President or a Vice President and attested by its Cashier/Secretary or INVESTMENT OFFICER, pursuant to a resolution of its Board of Directors, acting by a majority thereof, and witness the signatures hereto of a majority of each of said Boards of Directors.

Harris Trust/Bank of Montreal

By

~~President~~

~~14~~ Mrs M. Stewart

(Seal of Financial
Institution)

Directors of Harris Trust/Bank of Montreal

Village Banc of Naples

By

President

~~John~~ M. Stewart

(Seal of Financial
Institution)

N/A

Page 8 of 8

EXHIBIT 1
to the Plan of Merger and Merger Agreement between
Harris Trust/Bank of Montreal and Village Banc of Naples

LOCATIONS FOR HARRIS TRUST/BANK OF MONTREAL

Main Office:

777 South Flagler Drive, Suite 140, West Palm Beach, Florida

Branch Offices:

1800 Second Street, Suite 103, Sarasota, Florida

2940 Cardinal Drive, Vero Beach, Florida

4040 Gulf Shore Boulevard North, Naples, Florida

15221 Tamiami Trail South, Fort Myers, Florida

Trust Services Office:

Palm Beach National Bank
125 Worth Avenue
Suite 100
Palm Beach, Florida 33480

EXHIBIT 2 to the
PLAN OF MERGER AND MERGER AGREEMENT
between
HARRIS TRUST/BANK OF MONTREAL and
VILLAGE BANC OF NAPLES

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
HARRIS TRUST/BANK OF MONTREAL

Originally Incorporated As
Harris Trust Company of Florida
By the Department of State
On
June 14, 1982

Harris Trust/Bank of Montreal, a banking corporation organized and existing under the laws of the State of Florida, hereby certifies that the following Amended and Restated Articles of Incorporation containing amendments requiring shareholder approval was approved by the board of directors of the corporation on December 8, 1997, and by unanimous written consent of the holders of all the outstanding shares of common stock of the corporation on December 8, 1997:

ARTICLE I
NAME; ADDRESS

The name of the corporation is Harris Trust/Bank of Montreal and its initial place of business is 777 South Flagler Drive, the City of West Palm Beach, in the County of Palm Beach and State of Florida.

ARTICLE II
NATURE OF BUSINESS

The general nature of business to be transacted by the corporation shall be that of a general commercial banking and trust business with all the rights, powers and privileges granted and conferred by the Florida Banking Code regulating the organization, powers and management of banking corporations.

ARTICLE III
CAPITAL STOCK

The total number of shares authorized to be issued by the corporation shall be Fifty Thousand (50,000) shares. Such shares shall be of a single class and shall have a par value of Twenty Dollars (\$20.00) per share. The total capital accounts will not be less than Five Million Five Hundred Thousand Dollars (\$5,500,000).

Holders of common stock shall not have preemptive rights to subscribe for any additional shares of common stock or other

securities of the corporation (including stocks, bonds, notes or debentures) convertible into common stock of the corporation.

ARTICLE IV DURATION

The existence of the corporation began on June 14, 1982. The term for which the corporation shall exist shall be perpetual unless terminated pursuant to the Florida Banking Code.

ARTICLE V DIRECTORS AND OFFICERS

The business and affairs of the corporation shall be managed and conducted by a Board of Directors of not less than five (5) nor more than twenty-five (25) directors, a President, who shall be a director, a Secretary, and one or more Vice Presidents and such other officers as may be designated in the bylaws of the corporation.

Directors shall be elected annually by the stockholders at their annual meeting, unless appointed by the Board of Directors to fill a vacancy; provided, however, that if so authorized by the holders of a majority of the common stock of the corporation by appropriate action at the next preceding annual meeting, a majority of the full Board of Directors may, at any time during the year following the annual meeting of stockholders in which such action has been authorized, increase the number of directors within the limits specified above, and appoint persons to fill the resulting vacancies, provided that in any one year not more than two (2) such additional directors shall be authorized pursuant to this provision.

ARTICLE VI INDEMNIFICATION

This corporation shall indemnify any party who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by, or in the right of, the corporation), by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he

reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

This corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation.

Any indemnification made under the first two paragraphs of this Article may only be made upon a determination that the indemnification is proper. Such determination shall be made: (1) by the Board of Directors pursuant to a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding; (2) by independent legal counsel in a written opinion pursuant to the request of a quorum of disinterested directors; or (3) by the shareholders pursuant to a majority vote of a quorum consisting of shareholders who were not parties to the action, suit or proceedings.

The corporation shall pay in advance of the final determination of any action, suit or proceeding all expenses of any director, officer, employee, or agent if a preliminary determination is made that the director, officer, employee or agent meets the requirements for indemnification set forth above.

The corporation may make any other or further indemnification, except an indemnification against gross negligence or willful misconduct, under any bylaw, agreement, vote of shareholders or vote of disinterested directors. The corporation shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability

asserted against him, whether or not the corporation would have the power to indemnify him against such liability under the preceding provisions of this Article.

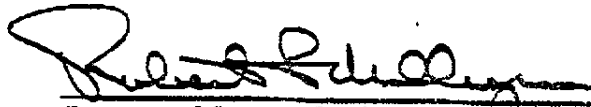
IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 8th day of December, 1997.

HARRIS TRUST/BANK OF MONTREAL

By 

John M. Stewart, President

APPROVED by the Department of Banking and Finance this 12TH day of December, 1997, Tallahassee, Florida.



Comptroller of the State of
Florida and Head of the
Department of Banking and Finance

UNANIMOUS WRITTEN CONSENT OF SHAREHOLDERS

OF

HARRIS TRUST/BANK OF MONTREAL

The undersigned, constituting all of the shareholders of Harris Trust/Bank of Montreal, a Florida banking corporation, hereby unanimously adopt the following resolution without a meeting, waiving all requirements of notice, in accordance with the provisions of Section 607.0704, Florida Statutes, and Article I, Section 13 of the corporation's Bylaws:

WHEREAS, Bankmont Financial Corp. owns eighty percent (80%) of the issued and outstanding stock of Harris Trust/Bank of Montreal; and

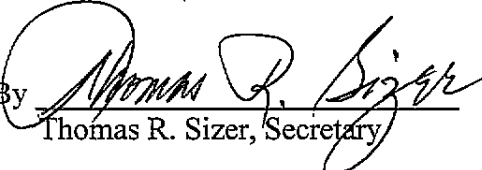
WHEREAS, Harris Bankcorp, Inc. owns twenty percent (20%) of the issued and outstanding stock of Harris Trust/Bank of Montreal; and

WHEREAS, the respective Boards of Directors of Bankmont Financial Corp. and Harris Bankcorp, Inc. approved on December 15, 1999 the merger of Village Banc of Naples with Harris Trust/Bank of Montreal and on April 19, 2000 approved the funding of the acquisition and merger.

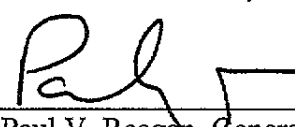
NOW THEREFORE BE IT RESOLVED, that the merger of Village Banc of Naples into Harris Trust/Bank of Montreal under the terms and conditions of the Plan of Merger and Merger Agreement between Harris Trust/Bank of Montreal and Village Banc of Naples dated February 1, 2000, is hereby unanimously approved by the undersigned shareholders of Harris Trust/Bank of Montreal.

IN WITNESS WHEREOF, the undersigned duly authorized officers of Bankmont Financial Corp. and Harris Bankcorp, Inc. have executed this Consent on this 24th day of May, 2000.

BANKMONT FINANCIAL CORP.

By 
Thomas R. Sizer, Secretary

HARRIS BANKCORP, INC.

By 
Paul V. Reagan, General Counsel

CERTIFICATE AND REPORT OF CASHIER AND INSPECTOR OF VOTE

I, Richard Shultz, in my capacity as Cashier of the Village Banc of Naples ("Bank") and duly appointed Inspector of Vote, do hereby certify as follows: that an Annual Meeting of the shareholders of the Bank was held at the Collier Athletic Club, 710 Goodlette Road North, Naples, Florida, on April 19, 2000 at 8:30 a.m. ("Annual Meeting") pursuant to due notice;

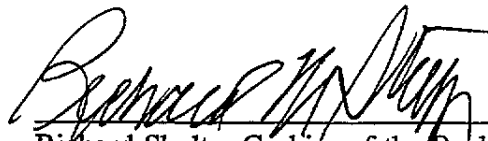
That I inspected all signed proxies submitted by the shareholders of the Bank at or immediately prior to the Annual Meeting and found each to be in proper form;

That I did receive the votes of the shareholders by ballot and proxy for the proposal to approve the Affiliation Agreement, dated February 1, 2000, and the Plan of Merger and Merger Agreement, dated February 1, 2000, pursuant to which the shareholders of the Bank will receive \$21 in cash in exchange for each share of Common Stock of the Bank held and the Bank will be merged with a newly chartered and wholly owned subsidiary of Harris Trust/Bank of Montreal, did canvass the vote cast, and that the result of the vote taken at the meeting was as follows:

<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
547,561	0	0

That said proposal has received an affirmative vote of a majority of the issued and outstanding shares of Bank Common Stock entitled to vote represented at the meeting and that this matter has been duly passed, enacted, adopted and approved by the stockholders of the Bank.

IN WITNESS WHEREOF, I have made this certificate and have hereunto set my hand this 19th day of April 2000.


Richard Shultz, Cashier of the Bank and
Inspector of Vote for the Annual Meeting

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
VILLAGE BANC OF NAPLES**


The undersigned, constituting all of the members of the board of directors of Village Banc of Naples hereby adopt the following resolutions without a meeting, waiving all requirements of notice, in accordance with Section 607.0821, Florida Statutes, and Article II, Section 15 of the corporation's Bylaws:


RESOLVED, that the board of directors approve the merger of Village Banc of Naples with Harris Trust/Bank of Montreal under the terms and conditions of the Plan of Merger and Merger Agreement attached to this consent,

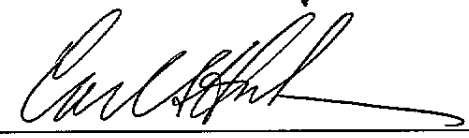
FURTHER RESOLVED, that the President and such other officers and directors as he may designate are hereby authorized and directed to execute the Plan of Merger and Merger Agreement on behalf of Village Banc of Naples,

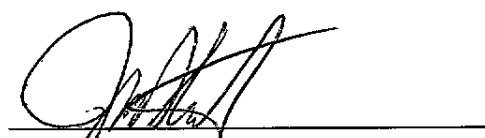
FURTHER RESOLVED, that this Consent may be executed in one or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same Consent.

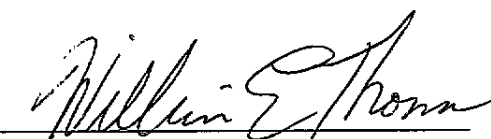
IN WITNESS WHEREOF, the undersigned do hereby set their hands effective as of the 22nd day of May, 2000.


Harrison K. Chauncey, Jr.


Robert P. Marschall


Carl S. Hutman


John M. Stewart


William E. Thonn

I, William T. Ross, Senior Vice President and Secretary of Village Banc of Naples do hereby certify that attached hereto are resolutions duly adopted by Unanimous Written Consent of the Board of Directors of Village Banc of Naples and that the same are in full force and effect as of the date of this certification.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of May,
2000.

A handwritten signature in black ink, appearing to read "William T. Ross", written over a horizontal line.

William T. Ross
Senior Vice President/Secretary

RECEIVED
DIVISION OF BANKING
Bureau of Licensing & Chartering
F/U _____ FILE _____ DOGI _____

JUN 16 2000

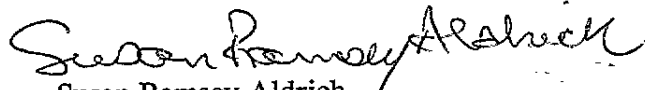
**CERTIFICATE OF SECRETARY
OF
VILLAGE BANC OF NAPLES**

RT. _____ CY. _____

THIS IS TO CERTIFY that, in accordance with the provisions of Section 658.44, Florida Statutes, at a duly called and noticed Annual Meeting of the shareholders of Village Banc of Naples ("Village Banc"), held at the Collier Athletic Club, 710 Goodlette Road North, Naples, Florida 34102 on 19th day of April 2000 at 8:30 in the morning, the shareholders of Village Banc approved, by majority vote of all the outstanding shares of Common Stock of Village Banc, the Affiliation Agreement by and between Harris Trust/Bank of Montreal ("Harris Trust") and Village Banc, dated February 1, 2000, and the Plan of Merger and Merger Agreement between Harris Trust/Bank of Montreal Interim Bank Florida ("Harris Interim Bank") and Village Banc, dated February 1, 2000, (which agreements are referred to herein collectively as the "Agreements") pursuant to which Agreements: (i) Harris Trust has formed Harris Interim Bank for the sole purposes of facilitating and effectuating the transactions contemplated by the Agreements; (ii) Harris Interim Bank is to be merged with Village Banc, with Village Banc being the surviving entity ("New Bank"); (iii) immediately thereafter, Harris Trust will then merge with New Bank, with Harris Trust being the surviving entity; and, (iv) at the Effective Time: (a) each share of Common Stock of the Village Banc, now held by the present shareholders of Village Banc, shall be converted into the right of the holder thereof to receive from Harris Trust a per share price of \$21, in cash; (b) each share of Common Stock of the Village Banc, held by the present shareholders of Village Banc, shall be canceled and cease to exist and all ownership of the Village Banc by the present shareholders of Village Banc shall terminate; and, (c) Harris Trust shall be the sole shareholder of Village Banc.

THIS IS TO FURTHER CERTIFY that no shareholders of Village Banc exercised dissenters rights with respect to the foregoing vote.

6/14/00
Dated


Susan Ramsey Aldrich
Assistant Secretary