

685341

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

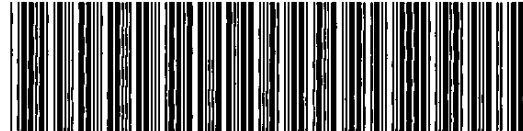
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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
06 JUN 29 PM 4:42

OFFICE USE  
8/25/06

B. Tadlock JUL 13 2006

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Northern Trust Bank of Florida National Association  
(Name of Surviving Party)

Please return all correspondence concerning this matter to:

Lenora Smith  
(Contact Person)

The Northern Trust Company  
(Firm/Company)

50 South LaSalle Street, M-9  
(Address)

Chicago, IL 60603  
(City, State and Zip Code)

For further information concerning this matter, please call:

Lenora Smith at ( 312 ) 557-3267  
(Name of Contact Person) (Area Code and Daytime Telephone Number)

☒ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
06 JUN 29 PM 1:12  
EFFECTIVE DATE  
8/25/06

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Northern Trust of <u>Florida Corporation</u>	<u>Florida</u>	<u>For Profit Corporation</u>
Northern Trust Bank of Florida <u>National Association</u>	<u>United States</u>	<u>National Banking Association</u>

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Northern Trust Bank of Florida <u>National Association</u>	<u>United States</u>	<u>National Banking Association</u>

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

August 25, 2006

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Northern Trust Bank of Florida National Association

700 Brickell Avenue

Miami, Florida 33131

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S.:

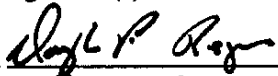

Street address: 700 Brickell Avenue

Miami, Florida 33131

Mailing address: Same as Street address

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Northern Trust of Florida Corporation		Douglas P. Regan
Northern Trust Bank of Florida National Association		Douglas P. Regan
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

## PLAN OF MERGER

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Northern Trust of Florida Corporation	Florida	For Profit Corporation
Northern Trust Bank of Florida National Association	United States	National Banking Association

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Northern Trust Bank of Florida National Association	United States	National Banking Association

**THIRD:** The terms and conditions of the merger are as follows:

See Articles 1 and 4 in the attached Exhibit A.

*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

**See section 1.02 of attached Exhibit A.**

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

**Not applicable.**

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*(Attach additional sheet if necessary)*

**FIFTH:** If a partnership is the survivor, the name and business address of each general partner is as follows:

**Not applicable.**

*(Attach additional sheet if necessary)*

**SIXTH:** If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

**Not applicable.**

*(Attach additional sheet if necessary)*



**SEVENTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

**None.**

*(Attach additional sheet if necessary)*

**EIGHTH:** Other provision, if any, relating to the merger are as follows:

**None except as set forth in attached Exhibit A.**

*(Attach additional sheet if necessary)*

**AGREEMENT AND PLAN OF MERGER  
BETWEEN  
NORTHERN TRUST OF FLORIDA CORPORATION  
AND  
NORTHERN TRUST BANK OF FLORIDA NATIONAL ASSOCIATION**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of the 15th day of May, 2006, is entered into between Northern Trust of Florida Corporation, a Florida corporation ("NTFC"), and Northern Trust Bank of Florida National Association, a national banking association with trust powers organized under the laws of the United States ("NTBFL").

**WHEREAS**, NTFC is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capitalization of 1,000 shares of common stock, par value \$1.00 per share (the "NTFC Common Stock"), all of which shares are issued and outstanding as of the date hereof; and

**WHEREAS**, NTBFL is a national banking association with trust powers duly organized and existing under the laws of the United States, having an authorized capitalization of 400,000 shares of Common Stock, par value \$100.00 per share (the "NTBFL Common Stock"), of which 185,935 shares are issued and outstanding as of the date hereof; and

**WHEREAS**, the respective boards of directors of NTFC and NTBFL deem the merger of NTFC with and into NTBFL (the "Merger") to be desirable and in the best interests of such corporations and their shareholders;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE I.  
THE MERGER**

**1.01    The Merger**

(a) Subject to the provisions hereof, NTFC shall be merged with and into NTBFL under the charter of NTBFL, and NTBFL shall be the surviving association (hereinafter referred to as the "Association" when reference is made to it after the Effective Date (defined below). The name of the surviving Association shall be "Northern Trust Bank of Florida National Association" and the business of the Association shall be that of a national banking association with trust powers. This business shall be conducted by the Association at its main office located at 700 Brickell

Avenue, Miami, Florida 33131 and each of its branches that have been approved by the Office of the Comptroller of the Comptroller as of the Effective Date.

(b) The Merger shall occur on the date of the issuance of certified Articles of Merger by the Florida Department of State Division of Corporations (the "Effective Date"); provided, however, that the Merger shall not occur and shall not be effective unless and until approved or not disapproved by the Office of the Comptroller of the Currency and the Federal Deposit Insurance Corporation.

**1.02 Effect of the Merger.** At the Effective Date, NTFC shall be merged with and into NTBFL and the separate existence of NTFC shall cease. The shares of capital stock of NTFC outstanding immediately prior to the consummation of the Merger shall be converted into the capital stock of NTBFL, and each shareholder of NTFC shall be entitled to receive 186.22 shares of NTBFL common stock for each share of NTFC stock owned. The common stock of NTBFL shall constitute the only outstanding shares of the capital stock of the Association following consummation of the Merger. All of the shares of capital stock of NTFC issued and outstanding immediately prior to the Effective Date, and all rights in respect thereof, shall be cancelled.

**1.03 Conveyance.** All assets of NTFC and NTBFL as they exist at the Effective Date shall pass to, and vest in, the Association without any conveyance or other transfer. The Association shall be responsible for all the liabilities, fees and franchise taxes of every kind and description of each of NTFC and NTBFL existing as of the Effective Date.

**1.04 Board of Directors and Officers; Articles of Association; Bylaws.** The present Board of Directors and Officers of NTBFL shall continue to serve as the Board of Directors and Officers of the Association until the next annual meeting of shareholders of the Association or until such time as their successors have been elected and have qualified. Effective as of the time this Merger shall become effective, the Articles of Association and the Bylaws of the Association shall be the Articles of Association and the Bylaws of NTBFL as in effect immediately prior to the Merger.

## **ARTICLE II. CAPITALIZATION**

**2.01 Capitalization of NTFC and NTBFL.** As of December 31, 2005, NTFC had total capital of \$419,883,000, divided into 1,000 shares of common stock, each of \$1.00 par value, paid-in capital in excess of par of \$29,497,000 and retained earnings of \$390,385,000. As of December 31, 2005, NTBFL had total capital of \$419,238,000, divided into 185,935 shares of common stock, each of \$100.00 par value, surplus of \$27,228,000 and retained earnings of \$373,416,500.

**2.02 Capitalization of the Association.** As of the Effective Date, the amount of the capital stock of the Association shall be \$419,883,000, divided into 186,221 shares of common stock, each of \$100.00 par value.

### **ARTICLE III. COVENANTS**

**3.01 Covenants of NTFC and NTBFL.** Each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

### **ARTICLE IV. CONDITIONS PRECEDENT**

**4.01 Conditions to Each Party's Obligation to Effect the Merger.** The respective obligations of each party to effect the Merger shall be subject to the satisfaction prior to the Effective Date of the following conditions:

(a) **No Injunctions or Restraints; Illegality.** No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect. There shall not be any action taken, or any statute, rule, regulation or order enacted, enforced or deemed applicable to the Merger, which makes the consummation of the Merger illegal as of the Effective Date.

(b) **Shareholder Approval.** The sole shareholder of NTFC and the shareholders of NTBFL shall each have voted affirmatively to approve the Merger by not less than two-thirds of the outstanding voting stock of NTFC and NTBFL, respectively.

(c) **Other Approvals.** All requisite regulatory approvals relating to the Merger shall have been obtained and continue to be in full force and effect, and all waiting and notice periods under applicable law shall have expired.

### **ARTICLE V. TERMINATION AND AMENDMENT**

**5.01 Termination.** This Agreement may be terminated at any time prior to the Effective Date by either NTFC or NTBFL giving written notice of termination to the other. This Agreement shall terminate automatically if for any reason the Merger shall not have been consummated by June 30, 2007.

**5.02 Effect of Termination.** In the event of termination of this Agreement as provided in Section 5.01 hereof, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of NTFC or NTBFL or their respective officers or directors.

**5.03. Amendment.** This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Following the

approval of the sole shareholder NTFC, this Agreement may not be amended to (i) change the amount or form of consideration to be received in exchange for NTFC common stock, or (ii) change any other terms of this Agreement if such change would materially and adversely affect the holder of NTFC common stock. At any time prior to the Effective Date, this Agreement may be terminated and the Merger abandoned by agreement of the respective board of directors of NTFC and NTBFL.

## **ARTICLE VI.**

### **GENERAL PROVISIONS**

**6.01 Survival of Agreements.** The agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Date.

**6.02 Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to NTFC or NTBFL, respectively, at Northern Trust Bank of Florida National Association, 700 Brickell Avenue, Miami, Florida 33131.

**6.03 Interpretations.** When a reference is made in this Agreement to Sections, such reference shall be a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

**6.04 Entire Agreement; Counterparts.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon the same instrument.

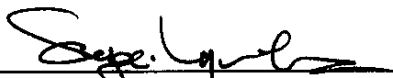
**6.05 Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party.

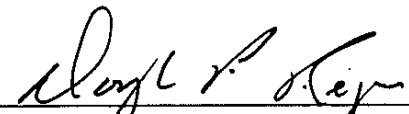
[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

Attest:

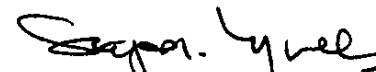
**NORTHERN TRUST OF FLORIDA  
CORPORATION**

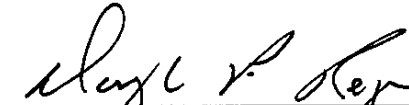
  
Stephen A. Lynch, Secretary

By:   
Douglas P. Regan  
Chairman and CEO

Attest:

**NORTHERN TRUST BANK OF  
FLORIDA NATIONAL ASSOCIATION**

  
Stephen A. Lynch, Secretary

By:   
Douglas P. Regan  
Chairman and CEO