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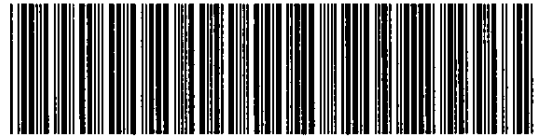
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JUL 16 2012

12 JUL 16 PM 1:18

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Morgan
JAC
7/16

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Central Bank

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Scott A. Coleman, Esq.
Contact Person

Lindquist & Vennum PLLP
Firm/Company

80 South 8th Street, Suite 4200
Address

Minneapolis, MN 55402
City/State and Zip Code

scoleman@lindquist.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Scott A. Coleman At (612) 371-2428
Name of Contact Person Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

LINDQUIST

L I N D Q U I S T + V E N N U M

Minneapolis • Denver • Sioux Falls

Scott A. Coleman
(612) 371-2428
scolem@lindquist.com
www.lindquist.com

Lindquist & Vennum PLLP
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Phone: (612) 371-3211
Fax: (612) 371-3207

July 13, 2012

VIA FEDERAL EXPRESS and EMAIL

Ms. Karen Gibson, Regulatory Specialist Supervisor
Florida Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Merger of Bank of Naples into Central Bank

Dear Karen:

Thank you again for your assistance in this matter. In connection with the merger of Bank of Naples, a Florida bank, into Central Bank, a Minnesota bank, enclosed are the following documents:

1. A completed form of Articles of Merger Cover Letter;
2. Two executed originals of the Articles of Merger for Bank of Naples and Central Bank, together with a copy of the Agreement and Plan of Merger dated May 4, 2012; and
3. A check in the amount of \$78.75 (\$35.00 for each of the two corporations and \$8.75 for a certified copy of the Articles of Merger).

If you have any questions about the enclosed documents, please contact me.

Sincerely,



Scott A. Coleman

RECEIVED
JUL 16 2012
SAC/tmp
TO: SAC/MP
SU: TALLAHASSEE
SU: MINNEAPOLIS

**ARTICLES OF MERGER
OF
BANK OF NAPLES
WITH AND INTO
CENTRAL BANK**

FILED
12 JUL 16 PM 1:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

These Articles of Merger are adopted pursuant to Minnesota Statutes Section 49.33 through 49.411 and Florida Statutes Section 658.40 through 658.45, by Central Bank, a Minnesota state bank (the "Surviving Corporation") and Bank of Naples, a Florida state bank (the "Merging Corporation"). The Surviving Corporation and the Merging Corporation are collectively referred to as the "Constituent Corporations."

The Constituent Corporations do hereby agree and certify that:

1. Attached hereto and incorporated herein as Exhibit A is the Agreement and Plan of Merger dated May 4, 2012 (the "Plan of Merger") for the merger of the Merging Corporation with and into the Surviving Corporation.

2. The Plan of Merger has been duly adopted and approved by the parent corporation and the subsidiary corporation in this parent-subsidary merger pursuant to Minnesota and Florida statutes.

3. The authorized capital stock of the Merging Corporation consists of 644,900 shares of common stock, \$5.00 par value, all of which are issued and outstanding. The Surviving Corporation is the sole shareholder of the Merging Corporation.

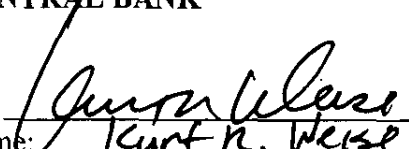
4. The merger of the Merging Corporation with and into the Surviving Corporation shall be effective at such time as these Articles of Merger are duly filed with the Department of Commerce and the Florida Office of Financial Regulation, Division of Financial Institutions.

This document may be executed in counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. A facsimile or electronic copy of a signature shall be as binding as an originals signature.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this instrument to be executed effective on July 6, 2012.

CENTRAL BANK

By: 
Name: Kurt R. Weise
Title: Chairman

[SEAL]

BANK OF NAPLES

By: _____
Name: _____
Title: _____

[SEAL]

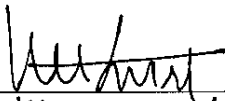
IN WITNESS WHEREOF, the parties have caused this instrument to be executed effective on July 6, 2012.

CENTRAL BANK

By: _____
Name: _____
Title: _____

[SEAL]

BANK OF NAPLES

By: 
Name: MATTHEW KIRON
Title: INTERIM CEO

[SEAL]

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION, dated as of this 4th day of May, 2012, between Bank of Naples, a state chartered bank headquartered in Naples, Florida ("Naples"), and Central Bank, a Minnesota state bank headquartered in Stillwater, Minnesota ("Central Bank").

WHEREAS, Naples is or will be at the time of the merger a wholly owned subsidiary of Central Bank;

WHEREAS, Naples and Central Bank desire that Naples merge with and into Central Bank and that Central Bank shall continue as the surviving corporation in such merger, upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Minnesota;

WHEREAS, the respective Boards of Directors of Naples and Central Bank have approved this Agreement and the Directors of Naples have directed that it be submitted to a vote of its sole stockholder;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree to merge as follows:

ARTICLE I MERGER

1.1 Merger. Subject to the terms and conditions of this Agreement, Naples shall be merged with and into Central Bank, (the "Merger"), in accordance with Chapter 49 of the Minnesota Statutes, Section 302A.621 of the Minnesota Business Corporation Act, and Section 658.2953 of the Florida Statutes. Upon the Merger, the separate existence of Naples shall cease and Central Bank shall be the surviving corporation and continue its corporate existence under the laws of the State of Minnesota.

1.2 Effect of the Merger. At the Effective Time of the Merger (as hereinafter defined), Central Bank shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of Naples and Central Bank; all property, real, personal and mixed, and all debts due on any account, including subscriptions for shares and the obligations of the existing stockholders of Naples to contribute additional capital to Naples under certain circumstances, and all other causes of action, and every other interest of or belonging to or due to Naples shall vest in Central Bank without any further act or deed; the title to any real estate or any interest therein vested in Central Bank shall not revert nor in any way become impaired by reason of the Merger; Central Bank shall be responsible and liable for all the liabilities and obligations of Naples and Central Bank; a claim of or against or a pending proceeding by or against Naples or Central Bank may be prosecuted as if the Merger had not taken place, or Central Bank may be substituted in the place of Naples; and neither the rights of creditor nor any liens upon the property of Naples or Central Bank shall be impaired by the Merger.

1.3 Effective Time of the Merger. The Merger shall become effective as of the date and time (the "Effective Time of the Merger") specified in the Articles of Merger filed in accordance with Chapter 49 of the Minnesota Statutes, the Minnesota Business Corporation Act and Chapter 658 of the Florida Statutes.

ARTICLE II
NAME, ARTICLES OF INCORPORATION, BYLAWS,
DIRECTORS AND OFFICERS OF THE CENTRAL

2.1 Name of Surviving Corporation. The name of the surviving corporation shall be "Central Bank."

2.2 Certificate of Incorporation. The Certificate of Incorporation of Central Bank shall be the Certificate of Incorporation of the surviving corporation from and after the Effective Time of the Merger until further amended thereafter as provided therein or by law.

2.3 Bylaws. The Bylaws of Central Bank shall be the Bylaws of the surviving corporation from and after the Effective Time of the Merger until amended thereafter as provided therein or by law.

2.4 Directors and Officers. The directors and officers of Central Bank at the Effective Time of the Merger shall be the directors and officers, respectively, of the surviving corporation from and after the Effective Time of the Merger and shall hold office in accordance with the Certificate of Incorporation and Bylaws of the surviving corporation.

ARTICLE III
CONVERSION AND EXCHANGE OF CERTIFICATES

3.1 Conversion. At the Effective Time of the Merger, each of the following transactions shall be deemed to occur simultaneously:

(a) Each share of Naples Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be paid in respect thereof.

(b) Each share of Central Bank Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall remain unchanged.

ARTICLE IV
STOCKHOLDER APPROVAL

Consummation of the Merger is subject to the condition that at or prior to the Effective Time of the Merger this Agreement and the Merger shall have been adopted and approved by the vote of the sole holder of the shares of Naples Common Stock or by the written consent thereof.

ARTICLE V
GENERAL

5.1 Termination and Abandonment. This Agreement may be terminated and the Merger and other transactions herein provided for abandoned at any time prior to the Effective Time of the Merger, whether before or after adoption and approval of this Agreement by the sole stockholder of Naples, by action of the Board of Directors of Central Bank, if the Board of Directors determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interests of Central Bank and its stockholders.

5.2 Amendment. This Agreement may be amended at any time prior to the Effective Time of the Merger with the mutual consent of the Boards of Directors of Naples and Central Bank; provided, however, that any amendment of this Agreement after its adoption by the sole stockholder of Naples shall require the prior approval of such stockholder.

5.3 Deferral. Consummation of the transactions herein provided for may be deferred by the Board of Directors of Central Bank or any authorized officer of Central Bank for a reasonable period of time if the Board of Directors or officer determines that such deferral would be in the best interests of Central Bank and its stockholders.

5.4 Headings. The Headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

5.5 Counterparts. This Agreement may be executed in two counterparts, each of which shall constitute an original, and both of which, when taken together, shall constitute one and the same instrument.

5.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, all as of the day and year first above written.

BANK OF NAPLES

By: [Signature]
Its: INTERIM CEO

CENTRAL BANK

By: [Signature]
Its: Chairman