

# P95000095302



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

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
JUN 23 AM 9:04

700003303687--5  
-06/26/00--01001--013  
\*\*\*\*175.00 \*\*\*\*52.50

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

700003303687--5  
-06/26/00--01001--014  
\*\*\*\*262.50 \*\*\*\*105.00

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

**EFFECTIVE DATE**  
7-1-2000

*Merger  
LFS*

*6-27-2000*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

HARRIS TRUST/BANK OF MONTREAL INTERIM BANK FLORIDA, a Florida  
corporation (Document #P00000061522)

INTO

**VILLAGE BANC OF NAPLES**, a Florida entity, P95000095302

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 9:03

Having given my approval on May 23, 2000, to merge Village Banc of Naples, Naples, Collier County, Florida, and Harris Trust/Bank of Montreal Interim Bank Florida, Naples, Collier County, Florida, (a Successor Institution), 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 Village Banc of Naples (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 9:03

Harris Trust/Bank of Montreal Interim Bank Florida (in organization)

with and into

Village Banc of Naples

under the charter of

Village Banc of Naples

under the title of

Village Banc of Naples

(Resulting Financial Institution)

This AGREEMENT, dated as of February 1, 2000, made between **Harris Trust/Bank of Montreal Interim Bank Florida (in organization)** (hereinafter referred to as "**HTBM Interim**"), a financial institution in organization under the laws of the State of **Florida**, with its main office located at **4040 Gulf Shore Boulevard North, Naples, Florida**, County of **Collier**, in the State of **Florida**, (and 0 branch offices and 0 trust service offices), with Total Capital Accounts of \$1, divided into 1 share of Capital Stock, with \$1 par value, Surplus of \$0, and Undivided Profits or Retained Earnings of \$0 as of the date of incorporation of **HTBM Interim**, 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 located at **15221 Tamiami Trail South, Fort Meyers, Florida** and 0 trust service offices) 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.

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

SECTION 2.

The name of the Resulting Financial Institution shall be "**Village Banc of Naples**." The Resulting Financial Institution will **not** 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 **4040 Gulf Shore Boulevard North, Naples, Florida**, and at its existing branch office located at **15221 Tamiami Trail South, Fort Meyers, Florida**.

SECTION 4.

The amount of Total Capital Accounts of the Resulting Financial Institution shall be **\$3,118,000** divided into **623,500** shares of Capital Stock, each with **\$5** par value, and at the time the merger shall become effective, the Resulting Financial Institution shall have a Surplus of **\$2,034,000** 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.

## SECTION 5.

All assets of **HTBM Interim**, 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 of each of the financial institutions existing as of the effective time of the merger.

## SECTION 6.

**VBN** 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 **\$4,266,000**, or **100%** 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.

At the effective time of the merger **HTBM Interim** shall have on hand acceptable assets having a book value of at least **\$1**, over and above its liability to its creditors, and having a fair value, over and above its liability to its creditors, of at least **\$1**, 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 **the date of incorporation of HTBM Interim**, 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 **623,500** shares of capital stock of VBN each of \$5 par value, shall remain outstanding as **623,500** shares of the Resulting Financial Institution, each of \$5 par value, and **HTBM Interim shall acquire the ownership interest in all of the 623,500 shares** thereof; and the shareholders of **constituent financial institution VBN prior to the consummation of this merger transaction**, in exchange for the excess acceptable assets contributed by their financial institution to Resulting Financial Institution **and the cancellation of their ownership interest in VBN stock**, shall be entitled to receive from **Harris Trust/Bank of Montreal, the parent company of HTBM Interim, the right to exchange shares of VBN stock for \$21.00 in cash per share, without regard to any requirement to withhold taxes, and each holder of a vested option for VBN stock shall receive the right to exchange such options for \$11.00 in cash per vested option, without any requirement to withhold taxes.**

No fractions of a share of the Resulting Financial Institution shall be issued and the shareholders of the VBN who, except for this provision, would be entitled to receive a fraction of a share shall be paid in cash the fair value thereof in accordance with provisions relating thereto hereinafter set out.

## 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.**

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## 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

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

**Attorney**

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

**Private Investor**

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

**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/Secretary**  
**Harris Trust/Bank of Montreal**

**William Thonn**  
**111 West Monroe**  
**Chicago, IL 60603**

**Secretary**

**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 Harris Trust/Bank of Montreal.

**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.

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.

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 16.

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 in Attachment 1.**

#### SECTION 17.

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

WITNESS the signatures and seals of said constituent financial institutions this  
15<sup>th</sup> day of FEBRUARY, 2000, each hereunto set by its President or a Vice President and  
attested by its Cashier/Secretary or ~~Executive Vice President~~ 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.

Attest:

Harris Trust/Bank of Montreal Interim Bank Florida

By

James M. Stewart  
President

Cashier/Secretary

(Seal of Financial  
Institution)

N/A

Directors of Harris Trust/Bank of Montreal Interim Bank

Attest:

Village Banc of Naples

By

\_\_\_\_\_  
President

Cashier/Secretary

(Seal of Financial  
Institution)

Directors of Village Banc of Naples

WITNESS the signatures and seals of said constituent financial institutions this  
1<sup>ST</sup> day of FEBRUARY, 2000, each hereunto set by its President or a Vice President and  
attested by its Cashier/Secretary or \_\_\_\_\_, 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.

Attest: Harris Trust/Bank of Montreal Interim Bank Florida

By \_\_\_\_\_  
President

\_\_\_\_\_  
Cashier/Secretary

\_\_\_\_\_  
(Seal of Financial  
Institution)

\_\_\_\_\_  
Directors of Harris Trust/Bank of Montreal Interim Bank

Attest: Village Banc of Naples

By \_\_\_\_\_  
President

Ronald M. Smith  
Cashier/Secretary

Susan Ramsey Pollock

Robert J. Long

William A. Mitgelfeld

James B. ...

\_\_\_\_\_  
(Seal of Financial  
Institution)

R. ...

Went ...

...

Raymond W. Miller

Directors of Village Banc of Naples

WITNESS the signatures and seals of said constituent financial institutions this  
1<sup>ST</sup> day of FEBRUARY, 2000, each hereunto set by its President or a Vice President and  
attested by its Cashier/Secretary or \_\_\_\_\_, 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.

Attest: Harris Trust/Bank of Montreal Interim Bank Florida

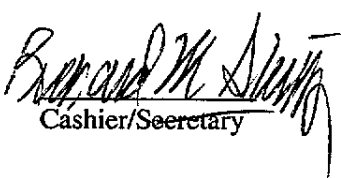
By \_\_\_\_\_  
President

Cashier/Secretary

(Seal of Financial  
Institution)

\_\_\_\_\_  
Directors of Harris Trust/Bank of Montreal Interim Bank

Attest: Village Banc of Naples

  
Cashier/Secretary

By James S. Weaver  
President, James S. Weaver

(Seal of Financial  
Institution)

**ARTICLES OF INCORPORATION OF  
VILLAGE BANC OF NAPLES  
(Amending and Restating  
the Articles of Incorporation of Gulf Shore Banc)**

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The undersigned, acting as directors for the purpose of forming a corporation under and by virtue of the laws of the State of Florida, adopt the following Articles of Incorporation.

**ARTICLE I**

The name of the corporation shall be VILLAGE BANC OF NAPLES (formerly known as Gulf Shore Bank), and its initial place of business shall be at 4226 Gulf Shore Boulevard North in the City of Naples, in the County of Collier and State of Florida.

**ARTICLE II**

The general nature of the business to be transacted by this corporation shall be that of a general commercial banking 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**

The total number of shares authorized to be issued by the corporation shall be 2,000,000. Such shares shall be of a single class and shall have a par value of \$5.00 per share. The corporation shall begin business on opening day with at least \$5,178,000 in total capital accounts, of which not less than \$2,739,000 shall be allocated to paid-in capital and other capital accounts of not less than \$2,439,000 (allocated in accordance with Subsection 658.21(3) (a), (b) and (c) of the Florida Banking Code), unless a reduction of these amounts has been specifically approved by the Florida Department of Banking and Finance.

**ARTICLE IV**

The term for which said corporation shall exist shall be perpetual unless terminated pursuant to the Florida Banking Code.

## ARTICLE V

The number of directors shall not be fewer than five (5). A majority of the full board of directors may, at any time during the year following the annual meeting of shareholders in which such action has been authorized, increase the number of directors by not more than two and appoint persons to fill resulting vacancies. The names and street addresses of the first directors of the corporation are:

NAME	STREET ADDRESS
<u>John J. Agnelli</u>	<u>8825 Tamiami Trail East Naples, FL 33962</u>
<u>Susan Ramsey Aldrich</u>	<u>340 Devils Bight Naples, FL 33940</u>
<u>W. Franklin Ellis</u>	<u>525 Whispering Pine Ct. Naples, FL 33940</u>
<u>Richard L. Klaas</u>	<u>4380 Gulf Shore Blvd. N., Suite 808 Naples, FL 33940</u>
<u>Patrick J. Longe</u>	<u>850 Park Shore Drive, Suite 203 Naples, FL 33940</u>
<u>Raymond W. Miller</u>	<u>3200 Bailey Lane, Suite 200 Naples, FL 33942</u>
<u>William A. Mitzelfeld</u>	<u>4150 Gulf Shore Blvd. North Naples, FL 33940</u>
<u>E. Fred Pezeshkan</u>	<u>2606 S. Horseshoe Drive Naples, FL 33962</u>
<u>Clyde C. Quinby</u>	<u>3800 Airport Road Naples, FL 33942</u>
<u>Burt L. Saunders</u>	<u>501 Goodlette Rd. N., Suite A-200 Naples, FL 33940</u>
<u>Dolph W. von Arx</u>	<u>4951 Gulf Shore Blvd. N., #1402 Naples, FL 33940</u>

In witness of the foregoing, the undersigned directors have executed these Articles of Incorporation this 14th day of January, A.D. 1996.

NAME

STREET ADDRESS

John J. Agnelli  
John J. Agnelli

8825 Tamiami Trail East  
Naples, FL 33962

Susan Ramsey Aldrich  
Susan Ramsey Aldrich

340 Devils Bight  
Naples, FL 33940

W. Franklin Ellis  
W. Franklin Ellis

525 Whispering Pine Ct.  
Naples, FL 33940

Richard L. Klaas  
Richard L. Klaas

4380 Gulf Shore Blvd. N., Suite 808  
Naples, FL 33940

Patrick J. Longe  
Patrick J. Longe

850 Park Shore Drive, Suite 203  
Naples, FL 33940

Raymond W. Miller  
Raymond W. Miller

3200 Bailey Lane, Suite 200  
Naples, FL 33942

William A. Mitzelfeld  
William A. Mitzelfeld

4150 Gulf Shore Blvd. North  
Naples, FL 33940

F. Fred Pezeshkan  
F. Fred Pezeshkan

2606 S. Horseshoe Drive  
Naples, FL 33962

Clyde C. Quinby  
Clyde C. Quinby

3800 Airport Road  
Naples, FL 33942

Burt L. Saunders  
Burt L. Saunders

501 Goodlette Rd. N., Suite A-200  
Naples, FL 33940

Dolph W. von Arx  
Dolph W. von Arx

4951 Gulf Shore Blvd. N., #1402  
Naples, FL 33940


STATE OF FLORIDA       )  
                                  )  
COUNTY OF COLLIER     )     SS

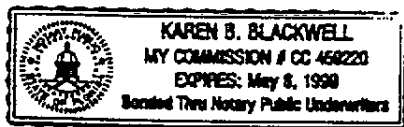
Before me, the undersigned Notary Public in and for the State of Florida at Large, personally appeared John J. Agnelli, Susan Ramsey Aldrich, W. Franklin Ellis, Richard L. Klaas, Patrick J. Longe, Raymond W. Miller, William A. Mitzelfeld, F. Fred Pezeshkan, Clyde C. Quinby, Burt L. Saunders, and Dolph W. von Arx, who executed the foregoing Articles of Incorporation of Village Banc of Naples, and each being duly sworn and severally acknowledged that he or she (as the case may be) executed the same for the uses and purposes therein expressed.

Sworn to, subscribed and acknowledged before me this 14th day of November, 1996, by the foregoing individuals who:

☒ are personally known to me OR  
☐ have produced \_\_\_\_\_ as identification.

(SEAL)

  
\_\_\_\_\_  
Notary Public, State of Florida at Large



\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

Approved by the Department of Banking and Finance this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

Tallahassee, Florida

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

ATTACHMENT I (a) (2)

I, Richard M. Shultz, Executive Vice President and Cashier do hereby certify that the following is a true and exact copy of the resolution(s) that appear in the Village Banc of Naples Board of Director Meeting minutes of the February 1, 2000 meeting. It is further noted that the resolution(s) passed unanimously with nine (9) Directors voting.

 LS  
Richard M. Shultz, Executive Vice President and Cashier

**NOW THEREFORE, BE IT:**

**RESOLVED**, that the Agreement of Merger between the Village Banc and Harris Trust/Bank of Montreal, to be dated February 1, 2000, and in substantially the form attached to these minutes, is hereby approved and adopted; and be it

**FURTHER RESOLVED**, that the Chairman of the Board is authorized to make such changes and alterations in the form of Agreement of Merger attached to these minutes as he deems necessary to be certain that the Agreement expresses the intent and desires of this Board of Directors, and to correct any inadvertent errors that may appear in such documents, *provided however*, that the Chairman of the Board is not hereby authorized to make any substantive changes to the terms of the merger without the prior approval of the Board of Directors; and be it

**FURTHER RESOLVED**, that the Chairman of the Board of Directors of this Bank and such other officers as he may deem necessary, are hereby authorized and directed to execute a definitive Agreement of Merger on behalf of the Bank; and be it

**FURTHER RESOLVED**, that the Chairman of the Board of this Bank and such other appropriate officers of the Bank as he may designate are hereby authorized to execute all instruments and to accept and deliver all documents, duly executed, which are or may be necessary to carry out the purposes of the Agreement of Merger; and be it

**FUTHER RESOLVED**, that the Chairman of the Board of Directors of this Bank and such other officers as he may designate are hereby authorized and directed to call a special meeting of the shareholders of this Bank for the purpose of considering and approving the Agreement of Merger, and in furtherance thereof to prepare, or have prepared under their direction, such information in such form as they and counsel for this Bank believe necessary and appropriate to provide to the shareholders in connection with the special meeting of shareholders, including, if required, a proxy statement; and be it

**FURTHER RESOLVED**, that the Chairman of the Board of this Bank and such officers of the Bank as he may designate are hereby authorized and directed to make or

assist Harris Bank/Bank of Montreal in making application to such governmental bank regulatory authorities as may be necessary to effectuate the merger.

**FURTHER RESOLVED**, that the Chairman of the Board of this Bank and such officers of the Bank as he may designate are hereby authorized and directed to make or assist Harris Bank/Bank of Montreal in making application to such governmental bank regulatory authorities as may be necessary to effectuate the merger.

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF  
HARRIS TRUST/BANK OF MONTREAL  
INTERIM BANK FLORIDA (in organization)**

The undersigned, constituting all of the members of the Board of Directors of Harris Trust/Bank of Montreal Interim Bank Florida (in organization) 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:

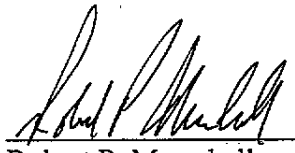
**RESOLVED**, that the Board of Directors approve the merger of Harris Trust/Bank of Montreal Interim Bank Florida (in organization) with Village Banc of Naples under the terms and conditions of the Plan of Merger and Merger Agreement attached to this consent,

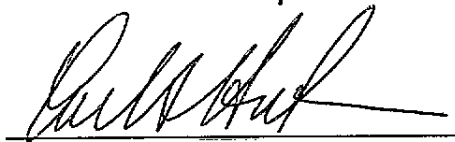
**FURTHER RESOLVED**, that the President and such other officers and directors as he may designate are hereby authorized and directed to execute the Plan of Merger and Merger Agreement on behalf of Harris Trust/Bank of Montreal Interim Bank Florida (in organization),


**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 13<sup>th</sup> day of March, 2000.

  
Harrison K. Chauncey, Jr.

  
Robert P. Marschall

  
Carl S. Hutman

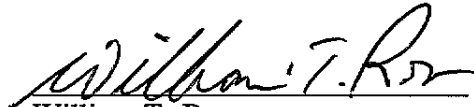
  
John M. Stewart

  
William E. Thonn

ATTACHMENT I (a) (1)

I, William T. Ross, Senior Vice President and Secretary of Harris Trust/Bank of Montreal Interim Bank Florida do hereby certify that attached hereto are resolutions duly adopted by Unanimous Written Consent of the Board of Directors of Harris Trust/Bank of Montreal Interim Bank Florida 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 13<sup>th</sup> day of March, 2000.

  
William T. Ross  
Senior Vice President/Secretary

## 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:

FOR

AGAINST

ABSTAIN

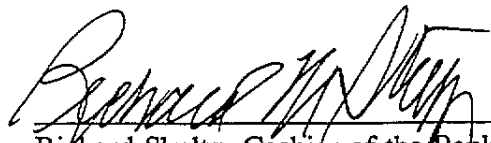
547,561

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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

**RESOLUTION APPROVING  
AFFILIATION AGREEMENT  
AND  
PLAN OF MERGER AND MERGER AGREEMENT**

**THIS IS TO CERTIFY** that, at the Annual Meeting of the Shareholders of the Village Banc of Naples ("Bank"), 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 following resolution was duly adopted:

**RESOLVED**, that 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, are hereby adopted and approved.

4-19-2000

Dated

Raymond W. Miller

Raymond W. Miller  
Secretary of the Meeting

WRITTEN CONSENT OF SHAREHOLDER  
OF  
HARRIS TRUST/BANK OF MONTREAL INTERIM BANK FLORIDA

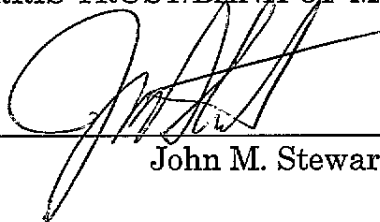
Harris Trust/Bank of Montreal, constituting the sole shareholder of Harris Trust/Bank of Montreal Interim Bank Florida, a Florida banking corporation, hereby adopts the following resolution without a meeting, waiving all requirements of notice, in accordance with the provisions of Section 607.0704, Florida Statutes:

RESOLVED, that the merger of Harris Trust/Bank of Montreal Interim Bank Florida into Village Banc of Naples 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 shareholder of Harris Trust/Bank of Montreal Interim Bank Florida.

IN WITNESS WHEREOF, the undersigned duly authorized officer of Harris Trust/Bank of Montreal has executed this Consent on this fifth day of June, 2000.

HARRIS TRUST/BANK OF MONTREAL

By



John M. Stewart, President

CERTIFICATE OF SECRETARY  
OF  
VILLAGE BANC OF NAPLES

RECORDED  
INDEXED  
FBI

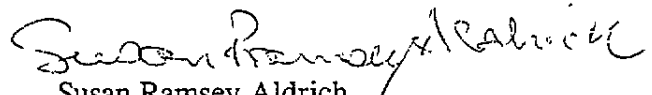
JUN 1 2000

RT \_\_\_\_\_ BY \_\_\_\_\_  
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**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