

L05000118124

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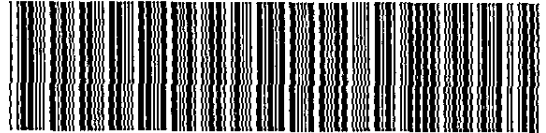
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 749148 4804192
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 50.00

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05 DEC 13 PM 4:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 9, 2005
ORDER TIME : 1:41 PM
ORDER NO. : 749148-010
CUSTOMER NO: 4804192

ARTICLES OF MERGER

SMITH & ASSOCIATES BANK FUND
MANAGEMENT LLC

INTO

SMITH & ASSOCIATES FUND
MANAGEMENT LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Heather Chapman

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

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TALLAHASSEE FLORIDA

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>Smith & Associates Bank Fund Management LLC</u> <u>106 East 8th Street</u> <u>Holland, MI 49423</u>	<u>Michigan</u>	<u>Limited Liability Company</u>

Florida Document/Registration Number: N/A FEI Number: 20-2270075

2. _____

Florida Document/Registration Number: _____ FEI Number: _____

3. _____

Florida Document/Registration Number: _____ FEI Number: _____

4. _____

Florida Document/Registration Number: _____ FEI Number: _____

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>Smith & Associates Fund Management LLC</u> <u>106 East 8th Street</u> <u>Holland, MI 49423</u>	<u>Florida</u>	<u>Limited Liability Company</u>
Florida Document/Registration Number: <u>L05000118124</u>		FEI Number: <u>20-2270075</u>

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:

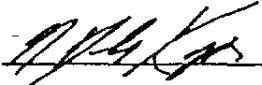
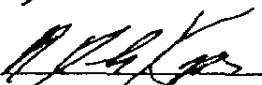
The date the Articles of Merger are filed with Florida Department of State

OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:
(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
<u>Smith & Associates Bank Fund Management LLC</u>		N. Dale Kapcr, Manager
<u>Smith & Associates Fund Management LLC</u>		N. Dale Kapcr, Manager

(Attach additional sheet(s) if necessary)

REQUIRED SIGNATURES FOR EACH ENTITY TYPE:

- All Corporations: Signature of Chairman, Vice Chairman, President or any officer.
- All General Partnerships: Signatures of two partners.
- All Domestic Limited Partnerships: Signatures of all general partners.
- All Non-Florida Limited Partnerships: Signature of one general partner.
- All Limited Liability Companies: Signature of a member or authorized representative of a member.
- All Other Business Entities: In accordance with the laws of their jurisdiction.

Make checks payable to Florida Department of State and mail to:

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILING FEES:

- For each Limited Partnership: \$52.50 (If merger filed pursuant to s. 608.4382, \$25.00)
- For each Limited Liability Company: \$25.00
- For each Corporation: \$35.00
- For each General Partnership: \$25.00
- All Others: No Charge

COPY

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "*Agreement*"), is made as of this 12th day of December, 2005, by and between Smith & Associates Bank Fund Management LLC, a Michigan limited liability company, of 106 East 8th Street, Holland, Michigan 49423 ("*Michigan Management*"), and Smith & Associates Fund Management LLC, a Florida limited liability company, of 106 East 8th Street, Holland, Michigan 49423 ("*Florida Management*"). Michigan Management and Florida Management may be collectively referred to herein from time to time as the "*Constituents*."

RECITALS

- A. The sole members and managers of Michigan Management have approved this Agreement.
- B. The sole members and managers of Florida Management have approved this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the parties agree as follows:

1. **Merger.** The Constituents agree that Michigan Management shall be merged with and into Florida Management (the "*Merger*"), in accordance with the provisions of the Michigan Limited Liability Company Act, the Florida Limited Liability Company Act, and pursuant to the terms and conditions of this Agreement.
2. **Effective Date.** The Merger shall become effective upon the filing of the appropriate merger certificates by the states of Michigan and Florida (the "*Effective Date*").
3. **Surviving Entity.** On the Effective Date, the separate existence of Michigan Management shall cease, and Michigan Management shall be merged with and into Florida Management (sometimes referred to hereinafter as the "*Surviving LLC*").
4. **Principal Place of Business of Surviving LLC.** The principal place of business of the Surviving LLC shall be 106 East 8th Street, Holland, Michigan 49423.
5. **Articles of Organization of the Surviving LLC.** The Articles of Organization of Florida Management shall be the Articles of Organization of the Surviving LLC, without amendment.
6. **Operating Agreement of the Surviving LLC.** The Operating Agreement of Florida Management shall be the Operating Agreement of the Surviving LLC, without amendment.

7. **Members of the Surviving LLC.** The members of Michigan Management shall be the sole members of the Surviving LLC, and each such member shall have the same membership interest in the Surviving LLC as such member had in Michigan Management immediately prior to the Merger.

8. **Managers of the Surviving LLC.** Pursuant to the terms of the Operating Agreement of the Surviving LLC, the managers of the Surviving LLC shall be Benj. A. Smith and N. Dale Kaper, each of 106 East 8th Street, Holland, Michigan 49423.

9. **Conversion of Membership Interests of Michigan Management.** As of the Effective Date, by virtue of the Merger and without any action on the part of any member of Michigan Management or any other person, each membership interest in Michigan Management shall be converted into an equivalent membership interest in the Surviving LLC.

10. **Conversion of Membership Interests of Florida Management.** There will be no conversion of the membership interests of Florida Management. The current membership interest in Florida Management will be automatically cancelled as of the Effective Date, without further action. On the Effective Date, the capital contributions, if any, of the current members of Florida Management shall be returned.

11. **Effect of the Merger.** On the Effective Date, Michigan Management shall cease to exist and shall be merged with and into Florida Management, in accordance with the terms of this Agreement. The Surviving LLC shall possess all of the rights, privileges, immunities, powers, and franchises, both public and private, and shall be subject to all restrictions, disabilities, and duties, of each of the Constituents. The rights, privileges, powers, and franchises of each Constituent and all property (real, personal, and mixed), and all debts due to each Constituent of whatever account, shall be vested in the Surviving LLC. All property, rights, privileges, powers, and franchises, and all and every other interest belonging to or due to each of the Constituents shall thereafter be considered to be transferred to and shall be the property of the Surviving LLC, without further act or deed, and the title to any real estate, whether by deed or otherwise, vested in each of such Constituents shall be vested in the Surviving LLC and shall not revert or be in any way impaired because of the Merger. All of the rights of creditors and all liens upon any property of either of the Constituents shall be preserved unimpaired, and all debts, liabilities, and duties of the respective Constituents shall attach to the Surviving LLC, and may be enforced against it to the same extent as if the debts, liabilities, or duties have been incurred or contracted by it.

12. **Assets and Liabilities.** The assets and liabilities of the Constituents on the Effective Date shall be carried on the books of the Surviving LLC in the amounts at which they are carried at that time on the books of the respective Constituents.

13. **Supplementary Action.** If at any time after the Effective Date any further assignments or assurances in law or any other things are necessary or desirable to vest or to protect or confirm of record in the Surviving LLC the title to any property or rights of Michigan Management, or otherwise carry out the provisions of this Agreement, any manager of the Surviving LLC is hereby authorized and empowered, in the name of and on behalf of Michigan Management, to execute and deliver any and all documents or other things necessary or proper to

vest or to perfect or confirm title to such property or rights in the Surviving LLC, and otherwise to carry out the purpose and provisions of this Agreement.

14. **Severability.** The parties believe that every provision of this Agreement is effective and valid under applicable law, and whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. If any provision of this Agreement is held, in whole or in part, to be invalid, the remainder of such provision and this Agreement shall remain in full force and effect, with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all contemporaneous oral agreements, communications, and understandings and all prior oral and written communications, agreements, and understandings between the parties with respect to the subject matter of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either party.

16. **Termination.** At any time prior to the time that this Agreement or any certificate of merger that is filed with either the State of Michigan or the State of Florida becomes effective, this Agreement may be terminated by the sole members of Michigan Management or the sole members of Florida Management, notwithstanding approval of the Merger and this Agreement by the sole members of Michigan Management and the sole members of Florida Management.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first set forth above.

MICHIGAN MANAGEMENT:
Smith & Associates Bank Fund
Management LLC

By: 
N. Dale Kaper
Its: Manager

FLORIDA MANAGEMENT:
Smith & Associates Fund
Management LLC

By: 
N. Dale Kaper
Its: Manager

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