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TALLAHASSEE, FLORIDA

HONIGMAN

Honigman Miller Schwartz and Cohn LLP
Attorneys and Counselors

Gayle C. Aiken

(313) 465-7208
Fax: (313) 465-7209
gaiken@honigman.com

Via Federal Express

August 14, 2008

Florida Department of State
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

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TALLAHASSEE, FLORIDA

Re: Certificate of Merger for McKinley Provident LLC

To Whom It May Concern:

Enclosed for filing is a Certificate of Merger with Plan of Merger and Agreement and Plan of Merger for McKinley Provident LLC.

This is also a request for one certified copy of the filed Certificate of Merger with Plan of Merger and Agreement and Plan of Merger for McKinley Provident LLC.

We have enclosed our check in the amount of \$80.00 to cover the filing and certified copy fees.

If you have any questions, please contact me at (313) 465-7208.

Very truly yours,

HONIGMAN MILLER SCHWARTZ AND COHN LLP



Gayle C. Aiken
Paralegal

Enclosures

DETROIT.3272642.1

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
McKinley Provident LLC	Michigan	LLC

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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>
McKinley Provident LLC	Florida	LLC

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:

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:

N/A

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., are as follows:

Street address: N/A

Mailing address: _____

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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:
See attached Exhibit A		

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator)
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:

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

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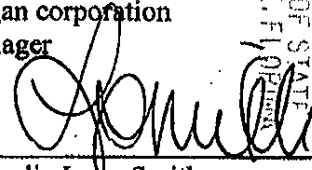
EXHIBIT A TO CERTIFICATE OF MERGER

NINTH: Signature(s) for Each Party:

**MCKINLEY PROVIDENT LLC,
a Florida limited liability company**

**By: GPR McKinley Manager LLC,
a Michigan limited liability company
Its: Manager**

**By: McKinley Associates, Inc.,
a Michigan corporation
Its: Manager**

**By: 
Leslie Lynn Smith
Its: Vice President and Secretary**

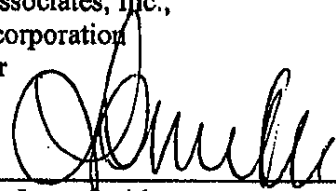
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**MCKINLEY PROVIDENT LLC,
a Michigan limited liability company**

**By: GPR McKinley Manager LLC,
a Michigan limited liability company
Its: Manager**

**By: McKinley Associates, Inc.,
a Michigan corporation
Its: Manager**

**By: 
Leslie Lynn Smith
Its: Vice President and Secretary**

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>
McKinley Provident LLC	Michigan	LLC

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>
McKinley Provident LLC	Florida	LLC

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

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

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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 Attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into 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:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

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

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

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TALLAHASSEE, FLORIDA

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AGREEMENT AND PLAN OF MERGER

by and between
MCKINLEY PROVIDENT LLC,
a Michigan limited liability company,
and
MCKINLEY PROVIDENT LLC,
a Florida limited liability company

12 THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of the day of August, 2008, by and between MCKINLEY PROVIDENT LLC, a Michigan limited liability company ("MIProvident" or the "Merging Company"), and MCKINLEY PROVIDENT LLC, a Florida limited liability company ("Provident" or the "Surviving Company").

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A. WHEREAS, the constituent limited liability companies desire to merge into a single limited liability company.

B. WHEREAS, Provident is a limited liability company duly organized and existing under the laws of the State of Florida.

C. WHEREAS, MIProvident is a limited liability company duly organized and existing under the laws of the State of Michigan.

D. WHEREAS, the members and the managers of the Merging Company and the Surviving Company have by resolution unanimously approved this Agreement and declared it to be in the best interests of their respective entities that the Merging Company merge into the Surviving Company and the separate existence of every constituent limited liability company except the Surviving Company ceases, in the manner and upon the terms and conditions hereinafter set forth and with the effect provided by and pursuant to the applicable provisions of the Michigan Limited Liability Company Act (the "MI Act") and the Florida Limited Liability Company Act (the "Act"), which laws permit the merger herein contemplated.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being duly approved by the Surviving Company and the Merging Company, this Agreement and the terms hereof, taken together with any actions required or permitted to be taken herein, are hereby determined and agreed upon as hereinafter set forth:

A. MIProvident shall, pursuant to the applicable provisions of the MI Act, be merged with and into Provident, with Provident as the surviving limited liability company.

B. The separate existence of the Merging Company shall cease at the Effective Date (as defined below) and the existence of the Surviving Company shall continue unaffected and

unimpaired by the merger with all of the rights, privileges, immunities and powers and subject to all the duties and liabilities of a limited liability company organized under the Act.

C. All of the membership interests of MIProvident shall, at the Effective Date, by virtue of the merger and without any action on the part of the holders of such membership interests, be cancelled and cease to exist. All of the membership interests of Provident shall continue unaffected and unimpaired by the merger.

D. The Articles of Organization and the Operating Agreement of Provident (together, the "Formation Documents"), shall be the Formation Documents of the surviving company, each in full force and effect, until the same shall be altered or amended as therein provided or as provided by law.

E. The merger shall be effective, for accounting purposes only, as of January 1, 2008 (the "Effective Date").

F. From and after the Effective Date:

i. Title to all real, personal, and other property, including all accounts and debts receivable, promises to make contributions, other choses in action, and any other right or interest of, owned by, belonging to, or due to the Merging Company is vested in the Surviving Company, without further act or deed and without reversion or impairment.

ii. Any liabilities of the Merging Company shall become the liabilities of the Surviving Company.

iii. Any proceedings pending against the Merging Company may be continued as if the merger had not occurred or the Surviving Company may be substituted in the proceeding for any limited liability company whose existence ceased.

G. The Merging Company agree to the extent permitted by law, from time to time, as and when requested by the Surviving Company, or by its successors or assigns, to execute and deliver, or cause to be executed or delivered, all such deeds and instruments, and to take or cause to be taken, such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to, and possession of, any property, bank accounts, assets or rights of the Merging Company acquired by reason of, or as a result of, the merger herein provided for, and otherwise to carry out the intent and purposes hereof. The proper persons of the Merging Company immediately preceding the merger, and the then current proper persons of the Surviving Company are authorized, in the name of the Merging Company and the Surviving Company or otherwise, to take any and all such actions.

H. The Surviving Company and the Merging Company shall take or cause to be taken all actions, or do or cause to be done all things necessary, proper, advisable or desirable under the MI Act and the Act to consummate the merger and to make the merger effective in accordance with this Agreement, including the execution and filing of all such certificates, documents, information, returns and other agreements.

I. Anything herein to the contrary notwithstanding, this Agreement may be abandoned at any time prior to the Effective Date by action of the members of the Surviving Company or the Merging Company, acting for any reason or for no reason. In the event of such termination and abandonment, this Agreement shall become void and have no further effect without any liability on the part of the Surviving Company or the Merging Company or the members of such entities.

[Remainder of page intentionally left blank]

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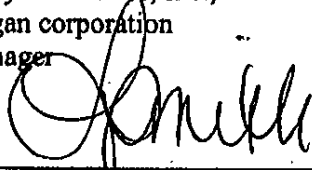
IN WITNESS WHEREOF, the Surviving Company and the Merging Company have caused this Agreement to be signed this 12 day of August, 2008.

SURVIVING COMPANY:

MCKINLEY PROVIDENT LLC,
a Florida limited liability company

By: GPR McKinley Manager LLC,
a Michigan limited liability company
Its: Manager

By: McKinley Associates, Inc.,
a Michigan corporation
Its: Manager

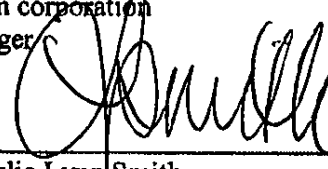
By: 
Leslie Lynn Smith
Its: Vice President and Secretary

MERGING COMPANY:

MCKINLEY PROVIDENT LLC,
a Michigan limited liability company

By: GPR McKinley Manager LLC,
a Michigan limited liability company
Its: Manager

By: McKinley Associates, Inc.,
a Michigan corporation
Its: Manager

By: 
Leslie Lynn Smith
Its: Vice President and Secretary

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