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## MERGER OR SHARE EXCHANGE

## Marshall &amp; Ilsley Corporation

Certificate of Status	0
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**ARTICLES OF MERGER  
OF  
UNITED HERITAGE BANKSHARES OF FLORIDA, INC.  
(a Florida corporation)  
WITH AND INTO  
MARSHALL & ILSLEY CORPORATION  
(a Wisconsin corporation)**

**EFFECTIVE DATE  
04-01-07**

The undersigned officers of Marshall & Ilsley Corporation, a corporation organized under the laws of the State of Wisconsin, and United Heritage Bankshares of Florida, Inc., a corporation organized under the laws of the State of Florida, pursuant to Section 607.1109 of the Florida Statutes, hereby certify as follows:

1. The Plan of Merger by and between Marshall & Ilsley Corporation, a Wisconsin corporation (the "Surviving Corporation"), and United Heritage Bankshares of Florida, Inc., a Florida corporation (the "Merging Corporation"), is attached hereto as Exhibit A and made a part hereof.

2. Said Plan of Merger was adopted and approved by the Board of Directors of the Merging Corporation as of December 1, 2006, and by the stockholders of the Merging Corporation as of February 22, 2007, in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

3. Said Plan of Merger was adopted and approved by the Board of Directors of the Surviving Corporation as of October 19, 2006 in accordance with the applicable provisions of Chapter 180 of the Wisconsin Statutes. Approval of said Plan of Merger by the stockholders of the Surviving Corporation is not required.

4. These Articles of Merger shall be effective as of 12:01 a.m. on April 1, 2007.

**07 MAR 26 AM 9:31  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

**APPROVED  
AND  
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5. The principal office of the Surviving Corporation is as follows:

770 North Water Street  
Milwaukee, WI 53202

6. The Surviving Corporation agrees to pay any stockholders with appraisal rights the amount to which such stockholders are entitled under Sections 608.4351 through 608.43595 of the Florida Statutes.

7. For purposes of Section 48.181 of the Florida Statutes, the Florida Department of State may use the following street and mailing address for the Surviving Corporation:

CT Corporation System  
1200 South Pine Island Road  
Plantation, FL 33324

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed on this 23 day of March, 2007.

MARSHALL & ILSLEY CORPORATION

By: 

Name: Randall J. Erickson  
Title: Senior Vice President, General  
Counsel and Secretary

UNITED HERITAGE BANKSHARES OF  
FLORIDA, INC.

By: 

Name: David G. Powers  
Title: President and Chief Executive Officer

**PLAN OF MERGER**  
**Merging**  
**UNITED HERITAGE BANKSHARES OF FLORIDA, INC.**  
**(a Florida corporation)**  
**with and into**  
**MARSHALL & ILSLEY CORPORATION**  
**(a Wisconsin corporation)**

**Background**

Marshall & Ilsley Corporation, a Wisconsin corporation (the "Company"), and United Heritage Bankshares of Florida, Inc., a Florida corporation (the "Seller"), are parties to an Agreement and Plan of Merger dated as of December 1, 2006 (the "Merger Agreement"), providing for the merger of the Seller with and into the Company (the "Merger") upon the terms and conditions set forth in this Plan of Merger and pursuant to the Florida Business Corporation Act (the "FBCA") and the Wisconsin Business Corporation Law (the "WBCL"). The Company and the Seller are sometimes hereinafter together referred to as the "Constituent Corporations." Terms used herein that are not defined herein shall have the meanings ascribed thereto in the Merger Agreement.

**Terms and Conditions**

1. **Merger.** The Constituent Corporations shall effect the Merger upon the terms and subject to the conditions set forth in this Plan of Merger.

1.1 **The Merger.** Upon the terms and subject to the conditions set forth in this Plan of Merger, and in accordance with the FBCA and the WBCL, at the Effective Time the Seller shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of the Seller shall cease and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

1.2 **The Closing; Effective Time.**

(a) The closing of the Merger and the transactions contemplated hereby (the "Closing") shall be held at such time, date (the "Closing Date") and location as may be mutually agreed by the parties. In the absence of such agreement, the Closing shall be held at the offices of Godfrey & Kahn, S.C., 780 North Water Street, Milwaukee, Wisconsin, commencing at 9:00 a.m., Milwaukee time, on a date specified by either party upon five (5) Business Days' written notice (or, at the election of the Company, on the last business day of the month) after the last to occur of the following events: (a) receipt of all Consents of Government Authorities legally required to consummate the Merger and the expiration of all statutory waiting periods applicable to the Merger and the other transactions contemplated hereby; and (b) approval of the Merger Agreement and the Merger by the Seller's stockholders in the manner contemplated by Section 6.2 of the Merger Agreement. Scheduling or commencing the Closing shall not constitute a waiver of the conditions set forth in Article VII of the Merger Agreement by either the Company or the Seller.

(b) As promptly as practicable after the Closing, the parties hereto shall cause the Merger to be consummated by filing articles of merger, as necessary, and any other required documents, with the Department of State of the State of Florida and the Department of Financial Institutions of the State of Wisconsin, in such form as required by, and executed in accordance with the relevant provisions of, the FBCA and the WBCL (the effective date and time of such filing or such date and time as the Company and the Seller shall agree and specify in the articles of merger are referred to herein as the "Effective Time").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the Merger Agreement and the applicable provisions of the FBCA and the WBCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of the Company and the Seller shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and the Seller shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Articles of Incorporation; By-Laws. At the Effective Time, the Company's Articles of Incorporation, as amended or restated, and the Company's By-Laws, as amended or restated, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and the By-Laws of the Surviving Corporation.

1.5 Directors and Officers. At the Effective Time, the directors of the Company immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation and to be assigned to the class previously assigned. At the Effective Time, the officers of the Company immediately prior to the Effective Time, shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed.

1.6 Conversion of Securities; Dissenting Shares.

(a) Subject to Section 1.6(d) regarding fractional shares, at the Effective Time, by virtue of the Merger and without action on the part of the Company or the Seller, each share of the common stock, \$.01 par value, of the Seller ("Seller Common Stock"), issued and outstanding immediately prior to the Effective Time, other than (i) shares of Seller Common Stock held in the treasury of the Seller, (ii) shares of Seller Common Stock owned by the Company or any Company Subsidiary for its own account, and (iii) Dissenting Shares, shall cease to be outstanding and shall be converted into the right to receive the Per Share Consideration. For purposes hereof, "Shares" shall mean all shares of Seller Common Stock issued and outstanding other than those shares of Seller Common Stock described in clauses (i), (ii) and (iii), above.

(b) Each share of Seller Common Stock held by the Seller as treasury stock and each such share held by the Company or any Company Subsidiary for its own account immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof as otherwise provided in this Section 1.6.

(c) For purposes of this Plan of Merger, "Per Share Consideration" means .8740 of a share of common stock, \$1.00 par value, of the Company ("Company Common Stock").

(d) No fractional shares of Company Common Stock shall be issued in the Merger. In lieu of a fractional share of Company Common Stock, the holder of any Shares who would otherwise be entitled to receive such fractional share (after taking into account all shares of Seller Common Stock delivered by such holder) shall be entitled to receive a cash payment, without interest and rounded up to the nearest whole cent, in an amount determined by multiplying the Closing Market Value by the fraction of a share of Company Common Stock to which the holder would otherwise have been entitled. For purposes hereof, the "Closing Market Value" means the closing price per share of the Company Common Stock on the New York Stock Exchange on the trading day immediately preceding the Effective Time (as reported in an authoritative source). As promptly as practicable after the determination of the amount of cash, if any, to be paid to holders of fractional share interests, the bank or trust company designated by the Company as the exchange agent (the "Exchange Agent") shall so notify the Company, and the Company shall deposit that amount with the Exchange Agent and shall cause the Exchange Agent to forward payments to the holders of fractional share interests, subject to and in accordance with the terms of this Section 1.6.

(e) Notwithstanding anything in the Merger Agreement to the contrary, shares of Seller Common Stock which are issued and outstanding immediately prior to the Effective Time and which are held by stockholders who have validly exercised dissenter's rights available under Section 607.1302 of the FBCA (the "Dissenting Shares") shall not be converted into or be exchangeable for the right to receive the Per Share Consideration in accordance with this Section 1.6, unless and until such holders shall have failed to perfect or shall have effectively withdrawn or lost their dissenter's rights under the FBCA. Dissenting Shares shall be treated in accordance with Section 607.1302 of the FBCA, if and to the extent applicable. If any such holder shall have failed to perfect or shall have effectively withdrawn or lost such appraisal rights, such holder's shares of Seller Common Stock shall thereupon be converted into and become exchangeable only for the right to receive, as of the Effective Time, the Per Share Consideration in accordance with this Section 1.6. The Seller shall give the Company (a) prompt notice of each and every notice of a stockholder's intent to demand payment for the stockholder's shares of Seller Common Stock, attempted withdrawals of such demands, and any other instruments served pursuant to the FBCA and received by the Seller relating to rights to be paid the "fair value" of Dissenting Shares, as provided in Section 607.1302 of the FBCA and (b) the opportunity to direct all negotiations and proceedings with respect to demands for appraisal under the FBCA. The Seller shall not, except with the prior written consent of the Company, voluntarily make any payment with respect to, offer to settle or settle, or approve any withdrawal of any demands for "fair value" under Section 607.1302 of the FBCA.

#### 1.7 Exchange of Certificates.

(a) Exchange Agent. The Company shall deposit, or shall cause to be deposited, from time to time, with the Exchange Agent, for the benefit of the holders of Shares, for exchange in accordance with this Section 1, through the Exchange Agent, the Per Share Consideration, together with any dividends or distributions with respect thereto, if any, to be issued in exchange for Shares pursuant to this Section 1 (the "Exchange Fund"). Such deposits

shall be made after the Effective Time as requested by the Exchange Agent in order for the Exchange Agent to promptly deliver the Per Share Consideration.

(b) **Exchange Procedures.** As soon as reasonably practicable after the Effective Time but in any event no more than five (5) Business Days thereafter, the Exchange Agent shall mail to each holder of record of a certificate representing ownership of Shares (a "Certificate" or "Certificates") whose Shares were converted into the right to receive the Per Share Consideration pursuant to Section 1.6, above, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall be in such form and have such other provisions as the Company may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Per Share Consideration. Upon surrender of a Certificate for cancellation to the Exchange Agent together with such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the Per Share Consideration and any unpaid dividends and distributions thereon as provided in this Section 1, which such holder has the right to receive in respect of the Certificate surrendered pursuant to the provisions of this Section 1 (after taking into account all Shares then held by such holder), and the Certificate so surrendered shall forthwith be canceled. In the event of a transfer of ownership of Shares which is not registered in the transfer records of the Seller, a transferee may exchange the Certificate representing such Shares for the Per Share Consideration and any unpaid dividends and distributions thereon as provided in this Section 1 if the Certificate representing such Shares is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer, and by evidence that any applicable stock transfer taxes have been paid. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and the posting by such person of a bond in such amount as the Company may direct as indemnity against any claim that may be made against it or the Exchange Agent with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificate the Per Share Consideration and any unpaid dividends and distributions thereon as provided in this Section 1, which such holder would have had the right to receive in respect of such lost, stolen or destroyed Certificate. Until surrendered as contemplated by this Section 1.7, each Certificate (other than Certificates representing Shares owned by the Company or any Company Subsidiary and Certificates representing Dissenting Shares) shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the Per Share Consideration and any unpaid dividends and distributions thereon as provided in this Section 1.

(c) **Distributions with Respect to Unexchanged Shares.** No dividends or other distributions declared or made after the Effective Time with respect to Company Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate with respect to the shares of Company Common Stock represented thereby, and no cash payment in lieu of fractional shares shall be paid to any such holder pursuant to Section 1.6(d), above, until the holder of such Certificate shall surrender such Certificate. Subject to the effect of applicable Laws, following surrender of any such Certificate, there shall be paid to the holder of the certificates representing whole shares of Company Common Stock issued in exchange therefor, without interest, (i) promptly, the amount of any cash payable with respect to a fractional share of Company Common Stock to which such holder is entitled

pursuant to Section 1.6(d), above, and the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of Company Common Stock, and (ii) at the appropriate payment date, the amount of dividends or other distributions, with a record date after the Effective Time but prior to surrender and a payment date occurring after surrender, payable with respect to such whole shares of Company Common Stock.

(d) No Further Rights in the Shares. The Per Share Consideration issued and paid upon conversion of the Shares in accordance with the terms hereof shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to such Shares.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund which remains undistributed to the former stockholders of the Seller for six (6) months after the Effective Time shall be delivered to the Company, upon demand, and any former stockholders of the Seller who have not theretofore complied with this Section 1 shall thereafter look only to the Company to claim the Per Share Consideration, any cash in lieu of fractional shares of Company Common Stock and any dividends or distributions with respect to Company Common Stock, in each case without interest thereon, and subject to Section 1.7(g). Any portion of the Exchange Fund remaining unclaimed by holders of Shares as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any United States federal, state or local or any foreign government, or political subdivision thereof, or any multinational organization or authority or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body (each, a "Governmental Authority"), shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation free and clear of any claims or interest of any Person previously entitled thereto.

(f) No Liability. Neither the Company nor the Seller shall be liable to any former holder of Shares for any such Shares (or dividends or distributions with respect thereto) or cash or other payment delivered to a Governmental Authority pursuant to any abandoned property, escheat or similar laws.

(g) Withholding Rights. Each of the Company and the Exchange Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Plan of Merger to any former holder of Shares such amounts as it is required to deduct and withhold with respect to the making of such payment under any Laws relating to Taxes and pay such withholding amount over to the appropriate Governmental Authority. To the extent that amounts are so withheld by the Company or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Plan of Merger as having been paid to the former holder of the Shares in respect of which such deduction and withholding was made by the Company or the Exchange Agent as the case may be.

1.8. Stock Transfer Books. At the Effective Time, the stock transfer books of the Seller shall be closed and there shall be no further registration of transfers of shares of the Seller Common Stock thereafter on the records of the Seller. From and after the Effective Time, the holders of Certificates outstanding immediately prior to the Effective Time shall cease to have



any rights with respect to such Shares except as otherwise provided herein or by Law. On or after the Effective Time, any Certificates presented to the Exchange Agent or the Company for any reason shall be converted into the Per Share Consideration in accordance with this Section 1, subject to applicable Law in the case of Dissenting Shares.

1.9. Company Common Stock. The shares of the Company Common Stock issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger and at the Effective Time, such shares shall remain issued and outstanding.

1.10. Adjustments for Dilution and Other Matters. If prior to the Effective Time the Company shall declare a stock dividend or other distribution in property other than cash upon, or subdivide, split-up, reclassify or combine, Company Common Stock or declare a dividend or make a distribution on Company Common Stock in any security convertible into Company Common Stock, an appropriate adjustment or adjustments will be made to the Per Share Consideration to be issued for each of the Shares to be converted pursuant to Section 1.6. For the avoidance of doubt, no adjustment or adjustments will be made to the Per Share Consideration as a result of any cash dividends or cash distributions declared or paid by the Company.

2. Termination. This Plan of Merger may be terminated at any time on or before the Effective Time by agreement of the Boards of Directors of the Constituent Corporations. This Plan of Merger shall be automatically terminated if the Merger Agreement is terminated in accordance with the terms thereof.

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