

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D/A
Amendment No. 2

Under the Securities Exchange Act of 1934

INDEPENDENT BANK CORPORATION
(Name of Issuer)

Common Stock, no par value
(Title of Class of Securities)

453838609
(CUSIP Number)

Mr. John W. Palmer
PL Capital Advisors, LLC
750 Eleventh Street South
Suite 202
Naples, FL 34102
(630) 848-1340

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

- with copies to-

Phillip M. Goldberg
Foley & Lardner LLP
321 North Clark Street
Suite 2800
Chicago, IL 60654-5313
(312) 832-4549

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Foley & Lardner LLP
777 East Wisconsin Avenue
Suite 3800
Milwaukee, WI 53202-5306
(414) 297-5596

May 20, 2019
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box .

1	NAME OF REPORTING PERSON PL Capital Advisors, LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) T (b) F
3	SEC USE ONLY		
4	SOURCE OF FUNDS WC		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		F
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 1,167,285	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 1,167,285	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,167,285		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		F
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.97%		
14	TYPE OF REPORTING PERSON IA		

1	NAME OF REPORTING PERSON Richard J. Lashley	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) T (b) £
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	£
6	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,167,285
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,167,285
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,167,285	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	£
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.97%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON		
	John W. Palmer		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) T (b) F
3	SEC USE ONLY		
4	SOURCE OF FUNDS		
	AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		F
6	CITIZENSHIP OR PLACE OF ORGANIZATION		
	U.S.		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	
		0	
	8	SHARED VOTING POWER	
		1,167,285	
	9	SOLE DISPOSITIVE POWER	
		0	
	10	SHARED DISPOSITIVE POWER	
		1,167,285	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	1,167,285		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		F
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	4.97%		
14	TYPE OF REPORTING PERSON		
	IN		

Explanatory Note

With this amendment, the Reporting Persons (as defined below) are amending the disclosures to report that the Reporting Persons no longer hold more than 5% of the Common Stock (as defined below) of Independent Bank Corporation. So, upon the filing of this amendment, the Independent Bank Corporation, and each of the Reporting Persons will cease to be a reporting person with regard to the Common Stock.

Item 1. Security and Issuer

This amended and restated Schedule 13D (this "Schedule 13D") relates to the common stock, no par value ("Common Stock") of Independent Bank Corporation (the "Company"). The address of the principal executive offices of the Company is 4200 East Beltline Avenue, Grand Rapids, MI 49525.

Item 2. Identity and Background

- (a) This Schedule 13D is being filed jointly by (1) PL Capital Advisors, LLC, a Delaware limited liability company and Securities and Exchange Commission ("SEC") registered investment adviser under the Investment Advisers Act of 1940 ("PL Capital Advisors"); (2) Richard J. Lashley, a managing member of PL Capital Advisors; and (3) John W. Palmer, a managing member of PL Capital Advisors (collectively, the "Reporting Persons"). The Joint Filing Agreement of the Reporting Persons is attached as Exhibit 99.1 to the initial Schedule 13D as filed with the SEC on October 29, 2018.
 - (b) The principal business address of the Reporting Persons is 750 Eleventh Street South, Suite 202, Naples, FL 34102.
 - (c) The principal business of PL Capital Advisors is to serve as an investment manager or adviser to various investment partnerships, funds and managed accounts (collectively, the "Clients"). The principal occupation of Messrs. Lashley and Palmer is investment management through their ownership and control over the affairs of PL Capital Advisors. PL Capital Advisors has sole voting and dispositive power over the Common Stock held by the Clients, which is deemed shared with the two Managing Members of PL Capital Advisors, and the Clients do not have the right to acquire voting or dispositive power over the Common Stock within sixty days.
 - (d)-(e) During the last five years, none of the Reporting Persons (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceedings was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.
 - (f) Mr. Lashley and Mr. Palmer are both citizens of the United States.
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Item Source and Amount of Funds or Other Consideration

3.

In aggregate, the Reporting Persons have voting and dispositive power over 1,167,285 shares of Common Stock of the Company. All 1,167,285 shares of Common Stock are held on behalf of the Clients, acquired at an aggregate cost of \$15,920,278 using the Clients' available working capital and from time to time margin borrowings.

PL Capital Advisors does not own any Common Stock directly but is deemed to beneficially own Common Stock purchased on behalf of the Clients. PL Capital Advisors disclaims beneficial ownership of such Common Stock, except to the extent of its pecuniary interest therein.

From time to time, the Reporting Persons may purchase Common Stock on margin provided by Goldman Sachs & Co. ("Goldman Sachs") or other banking institutions or brokerage firms on such firms' usual terms and conditions. All or part of the shares of Common Stock held by the Reporting Persons may from time to time be pledged with one or more banking institutions or brokerage firms as collateral for loans made by such entities. Such loans, if any, generally bear interest at a rate based upon the federal funds rate plus a margin. Such indebtedness, if any, may be refinanced with other banks or broker-dealers. As of the date of this filing, none of the Reporting Persons, directly or on behalf of any Clients, have loans secured by Common Stock.

Item 4. Purpose of Transaction

This is the PL Capital Group's second amendment to its initial Schedule 13D filing.

In the aggregate, the Reporting Persons hold 4.97% of Independent Bank Corporation's Common Stock, based upon the Company's outstanding shares as of May 1, 2019. The Reporting Persons acquired the Common Stock because they believed the Common Stock was undervalued at the time of purchase.

On May 20, 2019 the Reporting Persons and the Company entered into a Stock Purchase Agreement covering the sale of 660,000 shares of Common Stock to the Company at a price of \$22.00 per share and subject to other terms and conditions set forth therein. A copy of the Stock Purchase Agreement is attached as Exhibit 99.2 to this filing and is incorporated herein by reference. As a result of the sale of Common Stock to the Company, the PL Capital Group has reduced its percentage ownership in the Company below 5% ownership and will no longer file Schedule 13Ds with respect to the Company unless additional transactions bring the PL Capital Group's percentage ownership over 5.0%.

Unless otherwise noted in this Schedule 13D, no Reporting Person has any plans or proposals, which relate to, or would result in, any of the matters referred to in paragraphs (b) through (j), inclusive of Item (4) of Schedule 13D. The Reporting Persons may, at any time and from time to time, review or reconsider their positions and formulate plans or proposals with respect thereto. The Reporting Persons may make further purchases of shares of Common Stock, although they have no present intention of increasing their aggregate holdings above 9.999% of the Company's outstanding Common Stock. The Reporting Persons may dispose of any or all the shares of Common Stock which they hold on behalf of the Clients.

Item 5. Interest in Securities of the Company

As of the date of this Schedule 13D, the Reporting Persons held in the aggregate 1,167,285 shares of Common Stock of the Company, which represents 4.97% of the outstanding Common Stock. All 1,167,285 shares of Common Stock are held on behalf of the Clients.

The percentages used in this Schedule 13D are calculated based upon 23,472,914 outstanding shares of Common Stock as of May 1, 2019. This amount is based upon the number of outstanding shares of Common Stock reported on the Company's Quarterly Report on Form 10-Q filed on May 3, 2019.

Because Messrs. Palmer and Lashley are the Managing Members of PL Capital Advisors, the investment manager or adviser to the Clients, they are deemed to share the voting and dispositive power over the shares of Common Stock managed by PL Capital Advisors on behalf of the Clients.

PL Capital Advisors made transactions in the Common Stock on behalf of the Clients within the past 60 days as noted below. Messrs. Palmer and Lashley did not have any transactions in the Common Stock other than the transactions effected by PL Capital Advisors on behalf of the Clients.

PL Capital Advisors Transactions Common Stock

(a)-(b) See cover page.

(c) On behalf of the Clients, PL Capital Advisors made the following purchases (and no sales) of Common Stock in the past sixty days:

Date	Number of Shares (Sold)Purchased	Price per Share	Where and How Transaction Effected
5/20/2019	(660,000)	\$22.00	Private Sale to the Company via Stock Purchase Agreement Dated 5/20/19

(d) Because Messrs. Palmer and Lashley are the Managing Members of PL Capital Advisors, the investment advisor of the Clients, they have the power to direct the affairs of PL Capital Advisors. Therefore, Mr. Palmer and Mr. Lashley are deemed to share the voting and dispositive power over the shares of Common Stock managed by PL Capital Advisors on behalf of the Clients.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Company.

PL Capital Advisors is the investment manager on behalf of the Clients. Each of the Clients has granted to PL Capital Advisors the sole and exclusive authority to vote and dispose of the shares of Common Stock held on their behalf pursuant to a management agreement. PL Capital Advisors is entitled to a fee for managing and advising these Clients, generally based upon a percentage of the Clients' capital. Affiliates of PL Capital Advisors, including PL Capital, LLC and Goodbody/PL Capital LLC, serve as the general partner of various partnerships managed and advised by PL Capital Advisors, including Financial Edge Fund, L.P., Financial Edge-Strategic Fund, L.P., PL Capital/Focused Fund, L.P., and Goodbody/PL Capital, L.P., each a Delaware limited partnership. For serving as the general partner of these partnerships, PL Capital Advisors' affiliates are entitled to an allocation of a portion of net profits, if any, generated by the partnerships.

Other than the foregoing arrangements and relationships and the Joint Filing Agreement filed as Exhibit 99.1 to the initial Schedule 13D, there are no contracts, arrangements, understandings or relationships among the persons named in Item 2 hereof and between such persons and any person with respect to any securities of the Company.

Item 7. Material to be Filed as Exhibits

<u>No.</u>	<u>Exhibit</u>	<u>Description</u>
99.1	13D filed by the	Joint Filing Agreement. [Previously filed as Exhibit 99.1 to the initial Schedule PL Capital Group on October 29, 2018, and incorporated herein by reference.]
99.2		Stock Purchase Agreement dated May 20, 2019

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, we certify that the information set forth in this statement is true, complete and correct.

Date: May 22, 2019

PL CAPITAL ADVISORS, LLC

By:	<u>/s/ John W. Palmer</u>	<u>/s/ Richard J. Lashley</u>
	John W. Palmer	Richard J. Lashley
	Managing Member	Managing Member

By: /s/ John W. Palmer
John W. Palmer

By: /s/ Richard J. Lashley
Richard J. Lashley

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (the "Agreement"), is made as of May 20, 2019 (the "Effective Date"), by and between **Independent Bank Corporation**, a Michigan corporation (the "Company"), and the shareholders listed on the attached Exhibit A (each a "Seller" and together the "Sellers"). The parties agree as follows:

1. **Purchase and Sale of Shares.** Subject to the terms and conditions of this Agreement, the Company agrees to purchase at the Closing, and each Seller agrees to sell and transfer to the Company at the Closing, that number of shares of the Company's common stock set forth opposite such Seller's name on Exhibit A, free and clear of all liens, claims, and other encumbrances, against the Company's payment of the purchase price of \$22.00 per share. The shares of common stock to be purchased by the Company pursuant to this Agreement are referred to as the "Shares."

2. **Closing.** The purchase and sale of the Shares (the "Closing") shall take place remotely by electronic transmission of closing documents and signature pages simultaneously with the execution and delivery of this Agreement. At the Closing, the Company shall pay to each Seller the full purchase price for the Shares being purchased from such Seller, and each Seller shall execute all documents and instruments and otherwise take all actions as may be necessary to sell, assign, transfer, and otherwise convey good and marketable title to the Shares owned by such Seller to the Company, free and clear of all liens, claims, and encumbrances of any kind.

3. **Representations and Warranties of the Company.** The Company hereby makes the following representations and warranties to each Seller as of the Closing:

3.1 **Organization.** The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Michigan and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted.

3.2 **Authorization; Enforceability.** All corporate action required to be taken by the Company in order to authorize the Company to enter into this Agreement and to purchase the Shares at the Closing, has been taken. This Agreement, when executed and delivered by the parties, shall constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms.

4. **Representations and Warranties of Sellers.** Sellers hereby make the following representations and warranties to the Company:

4.1 **Organization.** Each Seller is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization with the requisite power and authority to enter into and to consummate the transactions contemplated by this Agreement.

4.2 **Authorization; Enforceability.** Each Seller has full power and authority to enter into this Agreement and sell the Shares set forth opposite such Seller's name on Exhibit

A to the Company in accordance with the terms and conditions of this Agreement. This Agreement, when executed and delivered by the parties, will constitute valid and legally binding obligations of each Seller, enforceable against such Seller in accordance with its terms.

4.3 Ownership of Shares. Each Seller has good and marketable right, title, and interest (legal and beneficial) in and to all of the Shares being sold by such Seller to the Company, free and clear of all liens, pledges, security interests, charges, claims, and encumbrances of any kind. Upon paying for the Shares in accordance with this Agreement, the Company will acquire good and marketable title to the Shares, free and clear of all liens, pledges, security interests, charges, claims, and encumbrances of any kind.

4.4 Access to Information. Each Seller is sufficiently aware of the Company's business affairs and financial condition to reach an informed and knowledgeable decision to sell the Shares. Each Seller acknowledges that it has been afforded (a) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, management and representatives of the Company and any such questions have been answered to such Seller's reasonable satisfaction; (b) access to information about the Company and its financial condition, results of operations, business, properties, management, and prospects sufficient to enable it to evaluate its decision to sell the Shares; and (c) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed decision with respect to the sale of the Shares. Each Seller acknowledges that the Company has not made any representation, express or implied, with respect to the accuracy, completeness, or adequacy of any available information except for the express representations and warranties set forth in Section 3 of this Agreement.

4.5 Independent Decision. Each Seller has independently evaluated the merits of its decision to sell the Shares pursuant to this Agreement and confirms that it has not relied on the advice of the Company (or any of its agents, counsel, or representatives) in making such decision. Each Seller understands that nothing in this Agreement or any other materials presented by or on behalf of the Company to Seller in connection with the sale of the Shares constitutes legal, regulatory, tax, or investment advice. Each Seller has such knowledge, sophistication, and experience in business and financial matters so as to be capable of evaluating the merits and risks of the sale of Shares and has so evaluated such merits and risks.

5. Expenses. Each party shall pay its own costs and expenses incurred in connection with negotiating, documenting, and effecting the purchase and sale of Shares. Sellers shall jointly and severally indemnify, defend, and hold the Company, its affiliates, and their respective officers, employees, agents, and representatives harmless from and against any and all claims for brokerage fees, commissions, or similar amounts resulting from any agreement or arrangement made, or action taken, by any Seller in connection with the sale or transfer of the Shares.

6. Miscellaneous. This Agreement shall be governed by the internal law of the State of Michigan, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Michigan. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail, or other transmission method and any counterpart so delivered shall be deemed to have

been duly and validly delivered and be valid and effective for all purposes. This Agreement (including its exhibit) constitutes the full and entire understanding and agreement among the parties with respect to its subject matter, and any other written or oral agreement relating to such subject matter existing between the parties are expressly canceled.

[Signature Pages Follow]

INTENDING TO BE LEGALLY BOUND, the undersigned has executed this Stock Purchase Agreement as of the Effective Date.

COMPANY
Independent Bank Corporation

/s/ Robert N. Shuster

By: Robert N. Shuster

Its: Executive VP and CFO

Signature Page to Stock Purchase Agreement

INTENDING TO BE LEGALLY BOUND, the undersigned has executed this Stock Purchase Agreement as of the Effective Date.

SELLERS:

[Seller name]

/s/ Richard J. Lashley

By: Richard J. Lashley

Its: Managing Member, PL Capital Advisors, LLC

[Seller name]

By:

Its:

Signature Page to Stock Purchase Agreement

EXHIBIT A

SCHEDULE OF SELLERS

Seller	No. of Shares to be Sold to the Company	Total Purchase Price for Shares Being sold
PL Capital Advisors, LLC		
TOTALS:	660,000	\$14,520,000.00