

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

FORM S-3

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

MACATAWA BANK CORPORATION

(Exact name of registrant as specified in its charter)

Michigan
(State or other jurisdiction of
incorporation or organization)

38-3391345
(I.R.S. Employer
Identification Number)

10753 Macatawa Drive, Holland, Michigan 49424
(616) 820-1444

(Address, including zip code, and telephone number, including area code,
of registrant's principal executive offices)

Jon W. Swets
Senior Vice President and Chief Financial Officer
10753 Macatawa Drive, Holland, Michigan 49424
(616) 820-1444

Copies of
communication to:

Gordon R. Lewis
Warner Norcross & Judd LLP
900 Fifth Third Center
111 Lyon Street, N.W.
Grand Rapids, Michigan 49503-2487
(616) 752-2752

(Name, address, including zip code, and
telephone number, including area code,
of agent for service)

Approximate date of commencement of proposed sale to the public: From time to time after this registration statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit (1)	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee
Common stock, no par value	6,922,508	\$5.1705	\$35,792,827.61	\$4,301.28(2)

- (1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) under the Securities Act of 1933, as amended, based on the average high and low reported sales prices on NASDAQ Global Select Market on January 15, 2013.
- (2) Represents the registration fee for this registration statement calculated pursuant to Rule 457 under the Securities Act of 1933, as amended, of \$4,610.12, less the \$308.84 balance held by the Securities and Exchange Commission. The balance with the Securities and Exchange Commission originated from the registrant overpaying registration fees in connection with prior filings.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Commission, acting pursuant to Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. The securities subject to this prospectus may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED JANUARY 17, 2014

PROSPECTUS

MACATAWA BANK CORPORATION

6,922,508 Shares of Common Stock

This prospectus relates to the potential resale from time to time of up to 6,922,508 shares of our common stock, no par value, by selling shareholders to be named in a prospectus supplement. The selling shareholders, or their transferees or other successors-in-interest, may offer the shares of common stock from time to time through public or private transactions at prevailing market prices, at prices related to prevailing market prices or at privately negotiated prices.

We are not selling any shares of common stock and will not receive any proceeds from the sale by selling shareholders of any shares of common stock under this prospectus. We may pay certain registration and offering fees and expenses.

Macatawa common stock is traded on the NASDAQ Global Select Market under the symbol MCBC. The last sale price of Macatawa's common stock reported by Nasdaq on January 16, 2014, was \$5.25 per share.

Investing in our common stock involves risks. See "Risk Factors" on page 2.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is [], 2014.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission ("Commission") utilizing a "shelf" registration process or continuous offering process. Under this shelf registration process, the selling shareholders may, from time to time, sell the securities described in this prospectus in one or more offerings. This prospectus provides you with a general description of the securities which may be offered by the selling shareholders. Each time a selling shareholder sells securities, the selling shareholder is required to provide you with this prospectus and a prospectus supplement containing specific information about the selling shareholder and in certain cases, the terms of the securities being offered. That prospectus supplement may include additional risk factors or other special considerations applicable to those securities. Any prospectus supplement may also add, update, or change information in this prospectus. If there is any inconsistency between the information in this prospectus and any prospectus supplement, you should rely on the information in the prospectus supplement. The obligation to deliver a prospectus and prospectus supplement may be satisfied under certain conditions by the Company's filing of a prospectus or prospectus supplement with the Commission and public access to these documents through the Commission's EDGAR system. This prospectus may also be supplemented and updated by the Company filing reports with the Commission which are incorporated by reference in this prospectus. You should read both this prospectus and any prospectus supplement together with additional information described under "Where You Can Find More Information" and "Incorporation of Certain Information By Reference."

As used in this prospectus, the terms "we," "our," "us," "MCBC," "Macatawa," and the "Company" refer to Macatawa Bank Corporation and its consolidated subsidiary, unless the context indicates otherwise.

You should rely only on the information contained or incorporated by reference into this prospectus and in any accompanying prospectus supplement. We have not authorized any other person to provide you with different or additional information. If anyone provides you with different or additional information, you should not rely on it. You should assume that the information appearing in this prospectus, any prospectus supplement and any other document incorporated by reference is accurate only as of the date of those documents. Our business, risk factors, financial condition, results of operations and prospects may have materially changed since those dates.

Under no circumstances should the delivery of this prospectus to you create any implication that the information contained in this prospectus is correct as of any time after the date of this prospectus.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere and incorporated by reference in this prospectus. This summary does not contain all of the information you should consider before investing in our common stock. You should read this entire prospectus and any prospectus supplement carefully, including the information incorporated by reference in this prospectus and any prospectus supplement, before making an investment decision.

Our Company

Macatawa Bank Corporation is a Michigan corporation and a registered bank holding company. It wholly-owns Macatawa Bank, Macatawa Statutory Trust I and Macatawa Statutory Trust II. Macatawa Bank is a Michigan chartered bank with depository accounts insured by the Federal Deposit Insurance Corporation. The bank operates twenty-six branch offices and a lending and operational service facility offering commercial and personal banking services, including checking, savings and certificates of deposit accounts, cash management, safe deposit boxes, travelers checks, money orders, trust services and commercial, mortgage and consumer loans in Kent County, Ottawa County, and northern Allegan County, Michigan. Other services we offer include ATMs, internet banking, telephone banking and debit cards. Macatawa Bank provides various brokerage services including discount brokerage through Infinex, personal financial planning and consultation regarding mutual funds. Macatawa Statutory Trust I is a grantor trust that issued a pooled trust preferred security in 2003. Macatawa Statutory Trust II is a grantor trust that issued a pooled trust preferred security in 2004. As of September 30, 2013, we had total assets of \$1.56 billion, total loans of \$1.03 billion, total deposits of \$1.29 billion and shareholders' equity of \$135.5 million.

Our headquarters and administrative offices are located at 10753 Macatawa Drive, Holland, Michigan 49424, and our telephone number is (616) 820-1444. Our internet website address is www.macatawabank.com. We make available free of charge through this website our annual report on Form 10-K, our quarterly reports on Form 10-Q and our current reports on Form 8-K and amendments to those reports as soon as reasonably practicable after filing such reports with the Commission. The reference to our website address does not constitute incorporation by reference of the information contained on the website, and the information contained on the website is not part of this document.

The Offering

Securities Offered	6,922,508 shares of common stock
Use of proceeds	We will not receive any proceeds from the sale by selling shareholders of shares of common stock under this prospectus. See "Use of Proceeds."
Risk Factors	You should carefully read and consider the information set forth under the heading "Risk Factors" in this prospectus, in our Annual Report on Form 10-K for the fiscal year ended December 31, 2012, in any reports subsequently filed with the Commission, and the other information included in or incorporated by reference into this prospectus before making an investment decision.
Nasdaq Symbol for Common Stock	MCBC

RISK FACTORS

An investment in our securities involves a high degree of risk. Before making an investment decision, you should carefully consider the information included or incorporated by reference into this prospectus and any prospectus supplement and the risks related to the Company described under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2012 and all of our subsequent Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are incorporated by reference into this prospectus and any prospectus supplement in their entirety, as they may be amended, supplemented or superseded from time to time by other reports we file with the Commission in the future. Our risk factors will change with the passage of time. You should always review and consider the discussion of risk factors and forward-looking statements in our most recent Form 10-K and Annual Report and subsequent Form 10-Q Quarterly Reports before you make an investment decision.

FORWARD-LOOKING STATEMENTS

This prospectus and any prospectus supplement and the documents incorporated by reference into this prospectus and any prospectus supplement contain forward-looking statements that are based on management's beliefs, assumptions, current expectations, estimates and projections about the financial services industry, the economy, and Macatawa Bank Corporation. Forward-looking statements are identifiable by words or phrases such as "outlook", "plan" or "strategy"; that an event or trend "may", "should", "will", "is likely", or is "probable" to occur or "continue", has "begun" or "is scheduled" or "on track" or that the Company or its management "anticipates", "believes", "estimates", "plans", "forecasts", "intends", "predicts", "projects", or "expects" a particular result, or is "committed", "confident", "optimistic" or has an "opinion" that an event will occur, or other words or phrases such as "ongoing", "future", "signs", "efforts", "tend", "exploring", "appearing", "until", "near term", "going forward", "starting", "initiative," "trend" and variations of such words and similar expressions. Such statements are based upon current beliefs and expectations and involve substantial risks and uncertainties which could cause actual results to differ materially from those expressed or implied by such forward-looking statements. These statements include, among others, statements related to stabilization of our loan portfolio, trends in credit quality metrics, future capital levels and capital needs, including the impact of Basel III, real estate valuation, future levels of repossessed and foreclosed properties and nonperforming assets, future levels of losses and costs associated with the administration and disposition of repossessed and foreclosed properties and nonperforming assets, future levels of loan charge-offs, future levels of other real estate owned, future levels of provisions for loan losses, the rate of asset dispositions, future dividends, future growth and funding sources, future cost of funds, future liquidity levels, future profitability levels, future FDIC assessment levels, future net interest margin levels, building and improving our investment portfolio, diversifying our credit risk, the effects on earnings of changes in interest rates, future economic conditions, future effects of new or changed accounting standards, future loss recoveries, future balances of short-term investments, future loan demand and loan growth, future levels of mortgage banking revenue and the future level of other revenue sources. Management's determination of the provision and allowance for loan losses, the appropriate carrying value of intangible assets (including deferred tax assets) and other real estate owned, and the fair value of investment securities (including whether any impairment on any investment security is temporary or other-than-temporary and the amount of any impairment) involves judgments that are inherently forward-looking. All statements with references to future time periods are forward-looking. All of the information concerning interest rate sensitivity is forward-looking. Our ability to sell other real estate owned at its carrying value or at all, successfully implement new programs and initiatives, increase efficiencies, maintain our current levels of deposits and other sources of funding, maintain liquidity, respond to declines in collateral values and credit quality, increase loan volume, originate high quality loans, maintain or improve mortgage banking income, realize the benefit of our deferred tax assets, resume payment of dividends and improve profitability is not entirely within our control and is not assured. The future effect of changes in the real estate, financial and credit markets and the national and regional economy on the banking industry, generally, and Macatawa Bank Corporation, specifically, are also inherently uncertain. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions ("risk factors") that are difficult to predict with regard to timing, extent, likelihood and degree of occurrence. Therefore, actual results and outcomes may materially differ from what may be expressed or forecasted in such forward-looking statements. Macatawa Bank Corporation does not undertake to update forward-looking statements to reflect the impact of circumstances or events that may arise after the date of the forward-looking statements.

Risk factors include, but are not limited to, the risk factors described under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2012 and all of our subsequent Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q. These and other factors are representative of the risk factors that may emerge and could cause a difference between an ultimate actual outcome and a preceding forward-looking statement.

USE OF PROCEEDS

We will not receive any proceeds from the sale by selling shareholders of shares of common stock under this prospectus.

DETERMINATION OF OFFERING PRICE

We are not selling any shares of common stock under this prospectus. We will not have any control over the price at which selling shareholders offer and sell shares of common stock under this prospectus. The price at which shares are offered and sold by selling shareholders will be determined by the selling shareholders, their purchasers and market conditions at the time of the offer and sale.

SELLING SHAREHOLDERS

This prospectus relates to the possible sale from time to time of shares of our common stock by certain of our shareholders. Certain shares of our common stock included in this prospectus for resale by the selling shareholders were acquired when all of the outstanding shares of the Company's Series A Noncumulative Perpetual Preferred Stock, Liquidation Preference Amount \$1,000 per share, and Series B Noncumulative Perpetual Preferred Stock, Liquidation Preference Amount \$1,000 per share, were canceled and exchanged by the Company for shares of common stock. The remaining shares of common stock that may be offered by the selling shareholders were acquired when the holder of the Company's 2% Subordinated Note due 2018 in the aggregate principal amount of \$1,000,000 converted that note into shares of common stock in accordance with the terms of the note. Information about the selling shareholders will be set forth in an applicable prospectus supplement. The initial purchasers of these securities, as well as their transferees, pledgees, donees or successors, all of whom are referred to herein as "selling shareholders," may from time to time offer and sell such securities pursuant to this prospectus and any applicable prospectus supplement. Some of the selling shareholders are affiliates of the Company.

An applicable prospectus supplement will set forth the name of each selling shareholder, the nature of any position, office, or other material relationship which any selling shareholder has had within the past three years with Macatawa or any of its predecessors or affiliates, if any, the amount of our common stock owned by each selling shareholder prior to the offering, the amount of our common stock which may be offered for each selling shareholder's account, and the amount and (if one percent or more) the percentage of our common stock to be owned by each selling shareholder after completion of the offering.

The selling shareholders shall not sell any shares of our common stock pursuant to this prospectus until we have identified such selling shareholders and the shares of our common stock which may be offered for resale by such selling shareholders in a subsequent prospectus supplement. However, the selling shareholders may sell or transfer all or a portion of their shares of common stock pursuant to any available exemption from the registration requirements of the Securities Act of 1933, as amended ("Securities Act").

PLAN OF DISTRIBUTION

The shares of common stock covered by this prospectus may be offered and sold from time to time by the selling shareholders or the selling shareholders' pledgees, donees, transferees or other successors-in-interest who have received from the selling shareholders shares as a gift, pledge, partnership distribution or other non-sale related transfer. The selling shareholders will act independently of us in making decisions with respect to the timing, manner, price and size of each sale. Such sales may be made at fixed prices that may be changed, at prices and under terms then prevailing or at prices related to the then current market price or in negotiated transactions or otherwise in accordance with the rules of the applicable exchange or market. The selling shareholders may sell their shares by one or more of, or a combination of, the following methods:

- purchases by a broker-dealer as principal and resale by such broker-dealer for their own accounts pursuant to this prospectus;
- ordinary brokerage transactions and transactions in which the broker solicits purchasers;
- crosses;
- a transaction on the NASDAQ Global Select Market;
- in privately negotiated transactions;
- through the distribution of the shares to a shareholder's partners, members or shareholders;
- in options transactions, including through the writing of put or call options (whether those options are listed on an options exchange or otherwise) relating to the shares to be resold pursuant to this prospectus, or the short sales; and
- loans or pledges of shares to broker-dealers or other financial institutions, which in turn may sell such shares.

In addition, any shares that qualify for sale pursuant to Rule 144 may be sold under Rule 144 rather than under this prospectus.

In offering the shares covered by this prospectus, the selling shareholders and any underwriters, broker-dealers, or agents that participate in the distribution of shares covered by this prospectus may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. Selling shareholders who are deemed to be "underwriters" within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act. To the extent selling shareholders may be deemed to be "underwriters," they may be subject to statutory liabilities, including, but not limited to, Sections 11, 12 and 17 of the Securities Act, and Rule 10b5-1 under the Securities Exchange Act of 1934. The selling shareholders may indemnify any underwriter, broker-dealer, or agent that participates in transactions involving the sale of shares against certain liabilities, including liabilities arising under the Securities Act.

In order to comply with the securities laws of certain states, if applicable, the shares must be sold in such jurisdictions only through registered or licensed brokers or dealers. In addition, in certain states the shares may not be sold unless it has been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

We will make copies of this prospectus available to the selling shareholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. To the extent required, this prospectus may be amended or supplemented from time to time to describe a specific plan of distribution. As of the date of this prospectus, the Company is not aware of any plans, arrangements or undertakings between any selling shareholder and any underwriter, broker-dealer or agent regarding the sale of the shares by the selling shareholders. At the time a particular offer of shares is made pursuant to this prospectus, if required, a prospectus supplement will be filed that will set forth the amount of shares being offered and the terms of the offering, including the name of any underwriter, dealer or agent, the purchase price paid by any underwriter, any discount, commission and other item constituting compensation, any discount, commission or concession allowed or reallocated or paid to any dealer, and the proposed selling price to the public.

EXPERTS

The consolidated financial statements as of and for the years ended December 31, 2012 and 2011 and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2012 incorporated by reference in this Prospectus have been so incorporated in reliance on the reports of BDO USA, LLP, an independent registered public accounting firm, incorporated herein by reference, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

Macatawa files annual, quarterly and current reports, proxy statements and other information with the Commission. You may read and copy any materials we file with the Commission at the Commission's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the Commission at 1-800-SEC-0330. The Commission maintains an Internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC. The address of the Commission's web site is <http://www.sec.gov>. Our website is <http://www.macatawabank.com>.

This prospectus is part of a registration statement on Form S-3 filed by Macatawa with the Commission to register the shares of common stock that may be sold in this offering. This prospectus does not include all of the information contained in the registration statement. For further information about Macatawa and the securities offered by this prospectus, you should review the registration statement and the information incorporated by reference therein. You can inspect or copy the registration statement, at prescribed rates, at the Commission's public reference facilities at the address listed above.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The Commission allows Macatawa to "incorporate by reference" information into this prospectus, which means that Macatawa can disclose important information to you by referring you to documents filed separately with the Commission. The information incorporated by reference is considered part of this prospectus, and information that Macatawa files later with the Commission will automatically update and supersede this information.

This prospectus incorporates by reference the documents listed below that Macatawa previously filed with the Commission. Macatawa's Commission file number is 000-25927. These documents contain important information about Macatawa:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2012 filed on February 21, 2013;
- Quarterly Reports on Form 10-Q for the quarter ended September 30, 2013 filed on October 24, 2013, for the quarter ended June 30, 2013 filed on July 25, 2013, and for the quarter ended March 31, 2013 filed on April 25, 2013.
- Current Reports on Form 8-K filed on January 6, 2014, August 13, 2013, May 8, 2013 and April 18, 2013.
- The description of our common stock included in our registration statement on Form SB-2 filed under Section 12 of the Securities Exchange Act of 1934, as amended, filed on February 6, 1998.

Macatawa also incorporates by reference all documents subsequently filed by it pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of the initial filing of the registration statement of which this prospectus is a part and prior to the termination of the offering. Notwithstanding the foregoing, information "furnished" by Macatawa under any item of any current report on Form 8-K, including the related exhibits, is not incorporated by reference in this prospectus. Upon written or oral request, Macatawa will provide without charge to each person to whom a prospectus is delivered, including any beneficial owner, a copy of any or all of the information that has been incorporated by reference in this prospectus. If you would like to obtain this information from Macatawa, please direct your request, either in writing or by telephone, to the Secretary, Macatawa Bank Corporation, 10753 Macatawa Drive, Holland, Michigan 49424, telephone number (616) 820-1444.

Our SEC filings are also available to the public in the "Investor Relations" section of our website, www.macatawabank.com.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the costs and expenses in connection with the offering and sale of common stock being registered (all amounts are estimated except the Securities and Exchange Commission registration fee). The Company will bear all costs and expenses of the offering.

Securities and Exchange Commission Registration Fee	\$4,610.12
Legal Fees and Expenses	\$10,000.00
Accounting Fees and Expenses	\$5,500.00
Miscellaneous	\$1,000.00
Total	\$21,110.12

Item 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Sections 450.1561 through 450.1565 of the Michigan Business Corporation Act contain specific provisions relating to indemnification of directors and officers of Michigan corporations. In general, the statute provides that (a) a corporation must indemnify a director or officer who is wholly successful in his defense of a proceeding to which he is a party because of his status as such, and (b) a corporation may indemnify a director or officer if he is not wholly successful in such defense, if it is determined as provided in the statute that the director meets a certain standard of conduct and upon an evaluation of the reasonableness of expenses and amount paid in settlement. The statute also permits a director or officer of a corporation who is a party to a proceeding to apply to the courts for indemnification or advance of expenses, and the court may order indemnification or advancement of expenses under certain circumstances set forth in the statute. The statute further provides that a corporation may, in its articles of incorporation, in its bylaws, through a resolution, or through a contract provide indemnification in addition to that provided by statute, subject to certain conditions set forth in the statute.

Our articles of incorporation require indemnification of any Macatawa director or executive who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding because he or she is or was a director or executive officer, or is or was serving at the request of Macatawa in another capacity, to the fullest extent permitted by law. We may also indemnify any person who is not a director or executive officer, if the indemnification is authorized by the board of directors.

Our bylaws implement the mandatory indemnification required by our articles of incorporation. The bylaws provide procedures and standards for determination, evaluation and authorization of indemnification. Under the bylaws, we are required to pay or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding before final disposition of the proceeding if the person furnishes a written undertaking to repay the advance if it is ultimately determined that the person did not meet the applicable standard of conduct, if any, required by statute for indemnification. The indemnification provisions in our bylaws are enforceable as a contract.

Macatawa has entered into Indemnification Agreements with certain of its directors that provide for additional indemnity protection for the directors, consistent with the provisions of the Michigan Business Corporation Act.

In addition, Macatawa maintains policies of director and officer liability insurance, under which directors and officers of the Company are insured against certain liabilities arising in connection with the performance of their duties.

Item 16. EXHIBITS.

The following exhibits are filed as part of this registration statement:

<u>Exhibit No.</u>	<u>Description</u>
4.1	Restated Articles of Incorporation. Previously filed with the Commission on April 28, 2011 in Macatawa Bank Corporation's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2011, Exhibit 3.1. Here incorporated by reference.
4.2	Bylaws. Previously filed with the Commission on November 24, 2009 in Macatawa Bank Corporation's Current Report on Form 8-K, Exhibit 3.1. Here incorporated by reference.
4.3	Certificate of Designation of Series A Noncumulative Convertible Perpetual Preferred Stock.
4.4	Certificate of Designation of Series B Noncumulative Convertible Perpetual Preferred Stock. Previously filed with the Commission on July 2, 2009 in Macatawa Bank Corporation's Current Report on Form 8-K, Exhibit 4.1. Here incorporated by reference.
4.5	First Amended Settlement and Release and Warrant Issuance Agreement dated January 30, 2009. Previously filed with the Commission on January 30, 2009 in Macatawa Bank Corporation's Current Report on Form 8-K, Exhibit 10.1. Here incorporated by reference.
4.6	Second Amended Settlement and Release and Stock and Warrant Issuance Agreement dated April 30, 2009. Previously filed with the Commission on May 8, 2009 in Macatawa Bank Corporation's Quarterly Report on Form 10-Q, Exhibit 10.1. Here incorporated by reference.
4.7	Warrant Agreement between the Macatawa Bank Corporation and Registrar and Transfer Company dated June 16, 2009. Previously filed with the Commission on June 19, 2009 in Macatawa Bank Corporation's Current Report on Form 8-K, Exhibit 4.1. Here incorporated by reference.
4.8	Warrant Agreement Addendum between Macatawa Bank Corporation and Registrar and Transfer Company dated July 27, 2009. Previously filed with the Commission on July 31, 2009 in Macatawa Bank Corporation's Current Report on Form 8-K, Exhibit 4.1. Here incorporated by reference.
4.9	Form of Warrant Certificate (first series). Previously filed with the Commission on June 19, 2009 in Macatawa Bank Corporation's Current Report on Form 8-K, Exhibit 4.2. Here incorporated by reference.
4.10	Form of Warrant Certificate (second series). Previously filed with the Commission on July 31, 2009 in Macatawa Bank Corporation's Current Report on Form 8-K, Exhibit 4.2. Here incorporated by reference.
4.11	Form of 11% Subordinated Note Due 2017. Previously filed with the Commission on July 2, 2009 in Macatawa Bank Corporation's Current Report on Form 8-K, Exhibit 4.2. Here incorporated by reference.
4.12	Long-Term Debt. The registrant has outstanding long-term debt which at the time of this prospectus does not exceed 10% of the registrant's total consolidated assets. The registrant agrees to furnish copies of the agreements defining the rights of holders of such long-term debt to the Commission upon request.
5	Opinion of Warner Norcross & Judd LLP.
23.1	Consent of BDO USA, LLP, independent registered public accounting firm.
23.2	Consent of Warner Norcross & Judd LLP (included in Exhibit 5).
24	Powers of Attorney.

Item 17. UNDERTAKINGS.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that the undertakings set forth in paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) If the registrant is relying on Rule 430B:

(A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vi), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for

liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(ii) If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(d) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act of 1933 shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Holland, State of Michigan, on January 17, 2014.

MACATAWA BANK CORPORATION

/s/ Ronald L. Haan
By: Ronald L. Haan
Its: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	
<u>* /s/ Richard L. Postma</u> Richard L. Postma, Chairman of the Board	January 17, 2014
<u>/s/ Ronald L. Haan</u> Ronald L. Haan, Chief Executive Officer and Director (Principal Executive Officer)	January 17, 2014
<u>/s/ Jon W. Swets</u> Jon W. Swets, Senior Vice President and Chief Financial Officer (Principal Financial Officer)	January 17, 2014
<u>* /s/ Mark J. Bugge</u> Mark J. Bugge, Director	January 17, 2014
<u>* /s/ Wayne J. Elhart</u> Wayne J. Elhart, Director	January 17, 2014
<u>* /s/ Charles A. Geenen</u> Charles A. Geenen, Director	January 17, 2014
<u>* /s/ Robert L. Herr</u> Robert L. Herr, Director	January 17, 2014
<u>* /s/ Birgit M. Klohs</u> Birgit M. Klohs, Director	January 17, 2014
<u>* /s/ Arend D. Lubbers</u> Arend D. Lubbers, Director	January 17, 2014
<u>* /s/ Douglas B. Padnos</u> Douglas B. Padnos, Director	January 17, 2014
<u>* /s/ Thomas P. Rosenbach</u> Thomas P. Rosenbach, Director	January 17, 2014

* /s/ Thomas J. Wesholski
Thomas J. Wesholski, Director

January 17, 2014

* By _____ /s/ Jon W. Swets
Jon W. Swets
Attorney-in-Fact

EXHIBIT 4.3

**CERTIFICATE OF ADOPTION OF RESOLUTION
DESIGNATING AND PRESCRIBING RIGHTS,
PREFERENCES AND LIMITATIONS
OF SERIES A NONCUMULATIVE CONVERTIBLE
PERPETUAL PREFERRED STOCK
OF
MACATAWA BANK CORPORATION**

The undersigned Company executes the following certificate pursuant to the provisions of Section 302, Act 284, Public Acts of 1972, as amended:

- A. The present name of the Company is Macatawa Bank Corporation (the "Company").
- B. The identification number assigned by the Bureau is: 502 582.
- C. The following is a true and correct copy of a resolution designating and prescribing the relative rights, preferences and limitations of the Company's Series A Noncumulative Convertible Perpetual Preferred Stock, which was duly adopted by the Company's Board of Directors ("Board of Directors") on October 23, 2008.

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Company in accordance with the provisions of its Articles of Incorporation, as amended, a series of preferred stock of the Company be and hereby is created and the designation, amount, qualifications, limitations and other rights and restrictions of the shares of such series are as follows:

**DESIGNATION OF SERIES A NONCUMULATIVE
CONVERTIBLE PERPETUAL PREFERRED STOCK**

1. Designation; Ranking.

- (a) The designation of the series of preferred stock shall be Series A Noncumulative Convertible Perpetual Preferred Stock (the "Series A Preferred Stock"). Each share of Series A Preferred Stock shall be identical in all respects to every other share of Series A Preferred Stock.
- (b) The Series A Preferred Stock shall rank, with respect to dividend rights and rights upon the liquidation, dissolution or winding up of the Company:
 - (i) senior to the Common Stock and any other class or series of the Company's capital stock that the Company may issue in the future the terms of which do not expressly provide that it ranks on a parity with, or senior to, to the Series A Preferred Stock ("Junior Stock");

(ii) equally with any class or series of the Company's capital stock that the Company may issue in the future the terms of which expressly provide that such class or series shall rank on a parity with the Series A Preferred Stock ("Parity Stock");

(iii) junior to any class or series of the Company's capital stock that the Company may issue in the future the terms of which expressly provide that such class or series shall rank senior to the Series A Preferred Stock ("Senior Stock"); and

(iv) junior to all of the Company's existing and future indebtedness and other liabilities, including, without limitation, all existing and future issuances of trust preferred securities.

In addition, the Series A Preferred Stock, with respect to dividends rights and rights upon the liquidation, dissolution or winding up of the Company will be structurally subordinated to existing and future indebtedness of the Company's subsidiaries.

2. **Number of Shares.** The number of authorized shares of Series A Preferred Stock shall be 50,000. The Company shall have the authority to issue fractional shares of Series A Preferred Stock.

3. **Definitions.** As used herein with respect to the Series A Preferred Stock:

"Board of Directors" has the meaning set forth in the recitals above.

"Business Day" means any weekday that is not a legal holiday in New York, New York or Chicago, Illinois and is not a day on which banking institutions in New York, New York or Chicago, Illinois are authorized or required by law or regulation to be closed.

"Closing Price" of the Common Stock on any date of determination means the closing sale price or, if no closing sale price is reported, the last reported sale price at 4:00 p.m., New York City time, of the shares of the Common Stock on the Nasdaq Global Select Market on such date. If the Common Stock is not traded on the Nasdaq Global Select Market on any date of determination, the Closing Price of the Common Stock on such date of determination means the closing sale price as reported in the composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is so listed, or, if no closing sale price is reported, the last reported sale price on the principal U.S. national or regional securities exchange on which the Common Stock is so listed at 4:00 p.m., New York City time, or if the Common Stock is not so listed on a U.S. national or regional securities exchange, but is quoted on the OTC Bulletin Board (or any successor thereof), the last quoted bid price thereon at 4:00 p.m., New York City time, or if the Common Stock is not listed on a national or regional securities exchange or quoted on the OTC Bulletin Board (or any successor thereof), the last quoted bid price for the Common Stock in the over-the-counter market as reported by Pink Sheets LLC or similar organization at 4:00 p.m., New York City time, or, if that bid price is not available, the market price of the Common Stock on that date as determined by a nationally recognized investment banking firm (unaffiliated with the Company) retained by the Company for this purpose.

“Common Stock” means the common stock of the Company or any other shares of the capital stock of the Company into which such shares of common stock shall be reclassified or changed.

“Company” has the meaning set forth in the recitals above.

“Conversion Agent” means the Transfer Agent acting in its capacity as conversion agent for the Series A Preferred Stock, and its successors and assigns.

“Conversion at the Option of the Company Date” shall have the meaning set forth in Section 9(c).

“Conversion Date” shall have the meaning set forth in Section 8(d).

“Conversion Notice” shall have the meaning set forth in Section 8(d).

“Conversion Price” is Eight and 95/100 Dollars (\$8.95) as adjusted from time to time as provided in Section 10.

“Conversion Rate” means, for each share of Series A Preferred Stock, an amount equal to the quotient of \$1,000, divided by the Conversion Price in effect at the time of conversion.

“Dividend Payment Date” shall have the meaning set forth in Section 4(a).

“Dividend Period” shall have the meaning set forth in Section 4(a).

“Dividend Record Date” shall have the meaning set forth in Section 4(a).

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder.

“Federal Reserve” means the Board of Governors of the Federal Reserve System.

“Holder” means the Person in whose name the shares of the Series A Preferred Stock are registered, which may be treated by the Company, Transfer Agent, Registrar, paying agent and Conversion Agent as the absolute owner of the shares of Series A Preferred Stock for the purpose of making payment and settling the related conversions and for all other purposes.

“Issuance Limitation” shall have the meaning set forth in Section 7(c).

“Junior Stock” shall have the meaning set forth in Section 1(b)(i).

“Liquidation Event” shall have the meaning set forth in Section 5(a).

“Mandatory Conversion Event” means, at any time on or after October 31, 2011, in the event that (i) the Closing Price equals or exceeds one hundred thirty percent (130%) of the then prevailing Conversion Price for at least twenty (20) Trading Days in a period of thirty (30) consecutive Trading Days, and (ii) the Company has paid in full all dividends on the shares of Series A Preferred Stock for four (4) consecutive Dividend Periods.

“Notice of Conversion at the Option of the Company” shall have the meaning set forth in Section 9(c).

“Parity Stock” shall have the meaning set forth in Section 1(b)(ii).

“Person” means a legal person, including any individual, Company, estate, partnership, joint venture, association, joint-stock company, limited liability company or trust.

“Registrar” means the Transfer Agent acting in its capacity as registrar for the Series A Preferred Stock, and its successors and assigns.

“Sale Transaction” means any consolidation or merger of the Company or similar transaction or any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the property and assets of the Company to any Person, in each case pursuant to which the Common Stock will be converted into cash, securities or other property, other than pursuant to a transaction in which the Persons that “beneficially owned” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, voting stock of the Company immediately prior to such transaction beneficially own, directly or indirectly, voting stock representing a majority of the total voting power of all outstanding classes of voting stock of the continuing or surviving Person immediately after the transaction.

“Senior Stock” shall have the meaning set forth in Section 1(b)(iii).

“Series A Preferred Stock” shall have the meaning set forth in Section 1.

“Trading Day” means, for purposes of determining the Closing Price, a Business Day on which the shares of Common Stock:

- (i) are not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business; and
- (ii) have traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock.

“Transfer Agent” means Registrar and Transfer Company acting as Transfer Agent, Registrar, paying agent and Conversion Agent for the Series A Preferred Stock, and its successors and assigns.

4. **Dividends.**

(a) Rate. Holders shall be entitled to receive, if, as and when declared by the Company's Board of Directors or any duly authorized committee thereof, but only out of assets legally available therefor, non-cumulative dividends on the liquidation preference of \$1,000.00 per share of Series A Preferred Stock, and no more, payable quarterly in arrears on the last day of January, April, July and October, commencing on January 31, 2009; provided, however, if any such day is not a Business Day, then payment of any dividend otherwise payable on that date will be made on the next succeeding day that is a Business Day, unless that next succeeding day falls in the next calendar year, in which case payment of such dividend will occur on the immediately preceding Business Day (in either case, without any interest or other payment in respect of such delay) (each such day on which dividends are payable a "Dividend Payment Date"). The period from and including the date of issuance of the Series A Preferred Stock or any Dividend Payment Date to, but excluding, the next Dividend Payment Date is a "Dividend Period." Dividends on each share of Series A Preferred Stock will accrue on the liquidation preference of \$1,000.00 per share at a rate per annum equal to twelve percent (12.0%). The record date for payment of dividends on the Series A Preferred Stock will be the 15th day of the calendar month immediately preceding the month during which the Dividend Payment Date falls (each, a "Dividend Record Date"). Any such day that is a Dividend Record Date will be a Dividend Record Date whether or not such day is a Business Day. The amount of dividends payable will be computed on the basis of a 360-day year of twelve 30-day months. Dividends shall be payable in cash.

(b) Non-Cumulative Dividends. If the Company's Board of Directors or any duly authorized committee thereof does not declare a dividend on the Series A Preferred Stock for any Dividend Period prior to the related Dividend Payment Date, that dividend will not accrue, and the Company will have no obligation to pay, and Holders shall have no right to receive, a dividend for that Dividend Period on the related Dividend Payment Date or at any future time, whether or not dividends on the Series A Preferred Stock or any other series of preferred stock or common stock are declared for any subsequent Dividend Period with respect to Series A Preferred Stock, Junior Stock or any other class or series of authorized preferred stock of the Company. References herein to the "accrual" of dividends refer only to the determination of the amount of such dividend and do not imply that any right to a dividend arises prior to the date on which a dividend is declared.

(c) Priority of Dividends. So long as any share of Series A Preferred Stock remains outstanding, unless as to a Dividend Payment Date, full dividends on all outstanding shares of the Series A Preferred Stock have been declared and paid or declared and a sum sufficient for the payment of those dividends has been set aside for the Dividend Period then ending, the Company will not, and will cause its subsidiaries not to, during the next succeeding Dividend Period that commences on such Dividend Payment Date, declare or pay any dividend on, make any distributions relating to, or redeem, purchase, acquire or make a liquidation payment relating to, any Junior Stock or Parity Stock, or make any guarantee payment with respect thereto, other than:

(i) purchases, redemptions or other acquisitions of shares of Junior Stock or Parity Stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors or consultants of the Company or any of its subsidiaries;

(ii) purchases of shares of Common Stock pursuant to a contractually binding requirement to buy stock existing prior to the commencement of the then-current dividend period, including under a contractually binding stock repurchase plan; or

(iii) as a result of an exchange or conversion of any class or series of Junior Stock or Parity Stock for any other class or series of Junior Stock or Parity Stock, respectively.

The foregoing restriction, however, will not apply to any Junior Stock or Parity Stock dividends paid by the Company where the dividend stock is the same stock as that on which the dividend is being paid.

Except as provided below, for so long as any share of Series A Preferred Stock or Parity Stock remains outstanding, if dividends are not declared and paid in full upon the shares of Series A Preferred Stock and Parity Stock, all dividends declared upon shares of Series A Preferred Stock and Parity Stock will be declared on a proportional basis so that the amount of dividends declared per share will bear to each other the same ratio that accrued dividends for the then-current Dividend Period per share of Series A Preferred Stock and Parity Stock bear to each other.

Subject to the foregoing, and not otherwise, such dividends payable in cash, stock or otherwise, as may be determined by the Company's Board of Directors or any duly authorized committee thereof, may be declared and paid on any Junior Stock or Parity Stock from time to time out of any assets legally available for such payment, and Holders will not be entitled to participate in those dividends.

(d) Conversion Following A Record Date. If a Conversion Date for any shares of Series A Preferred Stock is prior to the close of business on a Dividend Record Date for any declared dividend for the then-current Dividend Period, the Holder of such shares will not be entitled to any such dividend. If the Conversion Date for any shares of Series A Preferred Stock is after the close of business on a Dividend Record Date for any declared dividend for the then-current Dividend Period, but prior to the corresponding Dividend Payment Date, the Holder of such shares shall be entitled to receive such dividend, notwithstanding the conversion of such shares prior to the Dividend Payment Date. However, such shares, upon surrender for conversion, must be accompanied by funds equal to the dividend on such shares; provided that no such payment need be made (i) if the Company has issued a notice of a Sale Transaction during the then-current Dividend Period, or (ii) if the Company has issued a notice of conversion at its option of the Series A Preferred Stock.

5. **Liquidation Rights.**

(a) Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (a "Liquidation Event"), Holders shall be entitled, out of assets legally available therefor, before any distribution or payment out of the assets of the Company may be made to or set aside with respect to any Junior Stock and subject to the rights of the Company's creditors and holders of Senior Stock and Parity Stock, to receive in full a liquidating distribution in the amount of the liquidation preference of \$1,000.00 per share, plus an amount equal to any accrued dividends thereon from the last Dividend Payment Date to, but excluding, the date of the Liquidation Event if and to the extent declared. Holders shall not be entitled to any further payments in the event of any such Liquidation Event other than what is expressly provided for in this Section 5.

(b) Partial Payment. If the assets of the Company are not sufficient to pay in full the liquidation preference plus any dividends which have been declared but not yet paid to all Holders and holders of Parity Stock, the amounts paid to the Holders and holders of Parity Stock shall be pro rata in accordance with the respective aggregate liquidating distributions to which they would otherwise be entitled.

(c) Residual Distributions. If the respective aggregate liquidating distributions to which all Holders and holders of Parity Stock are entitled have been paid, the holders of Junior Stock shall be entitled to receive all remaining assets of the Company according to their respective rights and preferences.

6. **Sale Transaction.**

(a) Liquidation Event. A Sale Transaction shall not be deemed to be a Liquidation Event for purposes of these Designations.

(b) Notices. In case at any time or from time to time:

- (i) the Company shall declare a dividend (or any other distribution) on its shares of Common Stock; or
- (ii) the Company shall enter into a binding, definitive agreement with respect to a Sale Transaction;

then the Company shall mail to each Holder of shares of Series A Preferred Stock at such holder's address as it appears on the transfer books of the Company, as promptly as possible but in any event at least 30 days prior to the applicable date hereinafter specified, a notice stating (A) the date on which a record is to be taken for the purpose of such dividend, distribution or, if a record is not to be taken, the date as of which the holders of Common Stock of record will be entitled to such dividend or distribution or (B) the date on which such Sale Transaction is expected to become effective.

(c) Opportunity to Convert Series A Preferred Stock. Notwithstanding anything contained herein to the contrary, each Holder shall have the right, at such Holder's option, to convert all or any portion of such Holder's Series A Preferred Stock at any time prior to the consummation of a Sale Transaction into shares of Common Stock as set forth in (and limited by) Section 7 and subject to the conversion procedures of Section 8.

7. **Right of the Holders to Convert**

(a) **General.** Each Holder shall have the right, at such Holder's option, to convert all or any portion of such Holder's Series A Preferred Stock at any time into shares of Common Stock at the Conversion Rate per share of Series A Preferred Stock (subject to the conversion procedures of Section 8 and the other provisions hereof), plus cash in lieu of fractional shares.

(b) **Beneficial Ownership Limitation (Federal Reserve).** Notwithstanding anything to the contrary contained in these Designations, no Holder will be entitled to receive shares of Common Stock upon conversion pursuant to these Designations to the extent (but only to the extent) that such receipt would cause such converting holder to become, directly or indirectly, a "beneficial owner" (within the meaning of Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder) of more than 9.9% of the shares of Common Stock outstanding at such time. Any purported delivery of shares of Common Stock upon conversion of Series A Preferred Stock shall be void and have no effect to the extent (but only to the extent) that such delivery would result in the converting Holder becoming the beneficial owner of more than 9.9% of the shares of Common Stock outstanding at such time. The limitations contained in this Section 7(b) shall apply to any successor Holder of shares of Series A Preferred Stock.

(c) **Beneficial Ownership Limitation (NASDAQ).** Notwithstanding anything to the contrary contained in these Designations, no Holder will be entitled to receive shares of Common Stock upon conversion pursuant to these Designations to the extent (but only to the extent) that such receipt would cause such converting holder to become, directly or indirectly, a "beneficial owner" (within the meaning of Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder) of more than 19.9% of the voting power of the Company, following such conversion, unless the Company obtains the requisite shareholder approval under NASDAQ Marketplace Rule 4350(i)(1)(B) (the "Issuance Limitation"), in which case, the Issuance Limitation under this Section 7(c) shall no longer apply to such Holder. The Company shall have no obligation to obtain (or attempt to obtain) such requisite shareholder approval. For purposes of this Section 7(c), the aggregate number of shares of Common Stock beneficially owned by the Holder shall include the shares of Common Stock issuable upon the conversion of its Series A Preferred Stock, subject in all cases to the Issuance Limitation. Upon the written request of the Holder, the Company shall promptly, but in no event later than two (2) Business Days following the receipt of such notice, confirm in writing to the Holder the number of shares of Common Stock then outstanding. The number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock and the Conversion Price shall be subject to adjustment as described in these Designations.

8. **Conversion Procedures.**

(a) Conversion Date. Effective immediately prior to the close of business on any applicable Conversion Date, dividends shall no longer be declared on any such converted shares of Series A Preferred Stock, and such shares of Series A Preferred Stock shall represent only the right to receive shares of Common Stock issuable upon conversion of such shares, as set forth in Section 7, in each case, subject to the right of Holders to receive any declared and unpaid dividends on such shares and any other payments to which they are otherwise entitled pursuant to the terms hereof.

(b) Rights Prior to Conversion. No allowance or adjustment, except pursuant to Section 10, shall be made in respect of dividends payable to holders of the Common Stock of record as of any date prior to the close of business on any applicable Conversion Date. Prior to the close of business on any applicable Conversion Date, shares of Common Stock issuable upon conversion of, or other securities issuable upon conversion of, any shares of Series A Preferred Stock shall not be deemed outstanding for any purpose, and Holders shall have no rights with respect to the Common Stock or other securities issuable upon conversion (including voting rights, rights to respond to tender offers for the Common Stock or other securities issuable upon conversion or rights to receive any dividends or other distributions on the Common Stock or other securities issuable upon conversion) by virtue of holding shares of Series A Preferred Stock.

(c) Record Holder as of Conversion Date. The Person or Persons entitled to receive the Common Stock issuable upon conversion of Series A Preferred Stock shall be treated for all purposes as the record holder(s) of such shares of Common Stock as of the close of business on any applicable Conversion Date. In the event that a Holder shall not by written notice designate the name in which shares of Common Stock and/or cash, securities or other property (including payments of cash in lieu of fractional shares) to be issued or paid upon conversion of shares of Series A Preferred Stock should be registered or paid or the manner in which such shares should be delivered, the Company shall be entitled to register and deliver such shares, and make such payment, in the name of the Holder and in the manner shown on the records of the Company.

(d) Conversion Procedure. On the date of any conversion, if a Holder's interest is in certificated form, a Holder must do each of the following in order to convert:

- (i) complete and manually sign an irrevocable conversion notice in the form provided by the Conversion Agent (a "Conversion Notice"), or a facsimile of such Conversion Notice, and deliver such Conversion Notice to the Conversion Agent;
- (ii) surrender the shares of Series A Preferred Stock to the Conversion Agent;
- (iii) if required, furnish appropriate endorsements and transfer documents;
- (iv) if required, pay any stock transfer, documentary, stamp or similar taxes not payable by the Company pursuant to Section 19(a); and

- (v) if required, pay funds equal to any declared and unpaid dividend payable on the next Dividend Payment Date to which such Holder is entitled.

Notwithstanding the foregoing, a Conversion Notice given by any Holder in contemplation of a Sale Transaction or a public offering of Common stock may be revocable and conditional upon the consummation of such Sale Transaction or public offering, as applicable.

The term "Conversion Date" means the earlier of (x) the Conversion at the Option of the Company Date (as defined in Section 9(c)), or (y) the date on which a Holder satisfies all of the requirements of this Section 8(d). The Conversion Agent shall, on a Holder's behalf, convert the Series A Preferred Stock into shares of Common Stock, in accordance with the terms of the notice delivered by such Holder described in clause (i) of this Section 8(d) above.

9. Conversion at the Option of the Company.

(a) Company Conversion Right. The Company shall have the right, at its option, to cause some or all of the Series A Preferred Stock to be converted into shares of Common Stock at the then-applicable Conversion Rate at any time after a Mandatory Conversion Event.

(b) Partial Conversion. If the Company elects to cause less than all the shares of the Series A Preferred Stock to be converted under clause (a) above, the Conversion Agent shall select the Series A Preferred Stock to be converted on a pro rata basis.

(c) Conversion Procedure. In order to exercise the conversion right described in this Section 9, the Company shall provide notice of such conversion to each Holder (such notice, a "Notice of Conversion at the Option of the Company"). The Conversion Date shall be a date selected by the Company (the "Conversion at the Option of the Company Date") and shall be no more than 20 days after the date on which the Company provides such Notice of Conversion at the Option of the Company. In addition to any information required by applicable law or regulation, the Notice of Conversion at the Option of the Company shall state, as appropriate:

- (i) the Conversion at the Option of the Company Date;

- (ii) the aggregate number of shares of Series A Preferred Stock to be converted; and

- (iii) the number of shares of Common Stock to be issued upon conversion of each share of Series A Preferred Stock and, if fewer than all the shares of Series A Preferred Stock of a Holder are to be converted, the number of such shares to be converted.

10. **Anti-Dilution Adjustments.**

(a) **General.** If the Company at any time after the effective date hereof subdivides (by any stock split, stock dividend, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision will be proportionately reduced and the number of shares of Common Stock obtainable upon exercise of the Series A Preferred Stock will be proportionately increased. If the Company at any time after the effective date hereof combines (by combination, reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination will be proportionately increased and the number of shares of Common Stock obtainable upon exercise of the Series A Preferred Stock will be proportionately decreased.

(b) **No Fractional Shares.** No fractional shares of Common Stock will be issued to holders of the Series A Preferred Stock upon conversion. In lieu of fractional shares otherwise issuable, holders will be entitled to receive an amount in cash equal to the fraction of a share of Common Stock, calculated on an aggregate basis in respect of the shares of Series A Preferred Stock being converted, multiplied by the Closing Price of the Common Stock on the Trading Day immediately preceding the applicable Conversion Date.

11. **Voting Rights.** The Holders shall not be entitled to vote on any matter except as required by Michigan law.

12. **Consents; Exception for Participation in TARP Capital Purchase Program.** Except as otherwise required by applicable law, the consent of the Holders of a majority of the number of shares of Series A Preferred Stock at the time outstanding, given in person or by proxy, either in writing or by vote, at a special or annual meeting, voting or consenting as a separate class, shall be necessary to: (i) authorize or issue, or obligate the Company to issue, any Senior Stock or Parity Stock or right convertible or exchangeable for Senior Stock or Parity Stock; (ii) increase the authorized number of shares of the Series A Preferred Stock; (iii) enter any agreement, contract or understanding or otherwise incur any obligation which by its terms would violate or be in conflict in any material respect with the rights or preferences of the Series A Preferred Stock designated hereunder; (iv) amend the Articles of Incorporation or Bylaws of the Company, if such amendment would alter or change the powers, preferences or special rights of the holders of the Series A Preferred Stock so as to affect them adversely; or (v) amend or waive any provision of these Designations. Notwithstanding anything in these Designations to the contrary, the consent of the Holders shall not be necessary to authorize or issue, or obligate the Company to issue, any Senior Stock or Parity Stock, or right convertible or exchangeable for Senior Stock or Parity Stock, to the United States Department of the Treasury pursuant to the federal Troubled Asset Relief Program (TARP) Capital Purchase Program, or any successor thereto.

13. **No Redemption.** Shares of Series A Preferred Stock shall not be redeemable at the option of either the Company or any Holder. The Series A Preferred Stock shall be perpetual, subject to conversion in accordance with the terms set forth herein.

14. **Unissued or Reacquired Shares.** Shares of Series A Preferred Stock that have been issued and converted, redeemed or otherwise purchased or acquired by the Company shall be retired upon their acquisition, shall not be reissued as shares of Series A Preferred Stock and, upon the taking of any action required by law, shall be restored to the status of authorized but unissued shares of preferred stock without designation as to series.

15. **No Sinking Fund.** Shares of Series A Preferred Stock are not subject to the operation of a sinking fund.

16. **Reservation of Common Stock**

(a) **Sufficient Shares.** The Company shall at all times reserve and keep available out of its authorized and unissued Common Stock or shares acquired by the Company, solely for issuance upon the conversion of shares of Series A Preferred Stock as provided in these Designations, free from any preemptive or other similar rights, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Series A Preferred Stock then outstanding (without giving effect to the Section 7(b)). For purposes of this Section 16(a), the number of shares of Common Stock that shall be deliverable upon the conversion of all outstanding shares of Series A Preferred Stock shall be computed as if at the time of computation all such outstanding shares were held by a single Holder (without giving effect to Section 7(b)).

(b) **Use of Acquired Shares.** Notwithstanding the foregoing, the Company shall be entitled to deliver upon conversion of shares of Series A Preferred Stock, as herein provided, shares of Common Stock acquired by the Company and held as treasury shares (in lieu of the issuance of authorized and unissued shares of Common Stock), so long as any such acquired shares are free and clear of all liens, charges, security interests or encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

(c) **Free and Clear Delivery.** All shares of Common Stock delivered upon conversion of the Series A Preferred Stock shall, upon issuance, be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

(d) **Compliance with Law.** Prior to the delivery of any securities that the Company shall be obligated to deliver upon conversion of the Series A Preferred Stock, the Company shall use its reasonable best efforts to comply with any federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

17. **Transfer Agent, Conversion Agent, Registrar and Paying Agent** The duly appointed Transfer Agent, Conversion Agent, Registrar and paying agent for the Series A Preferred Stock shall be Registrar and Transfer Company. The Company may, in its sole discretion, remove the Transfer Agent in accordance with the agreement between the Company and the Transfer Agent; provided that the Company shall appoint a successor transfer agent that shall accept such appointment prior to the effectiveness of such removal. Upon any such removal or appointment, the Company shall send notice thereof by first-class mail, postage prepaid, to the Holders.

18. Replacement Certificates.

(a) Mutilated, Destroyed, Stolen and Lost Certificates. If physical certificates are issued, the Company shall replace any mutilated certificate at the Holder's expense upon surrender of that certificate to the Transfer Agent. The Company shall replace any certificate that becomes destroyed, stolen or lost at the Holder's expense upon delivery to the Company and the Transfer Agent of satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity and bond that may be required by the Transfer Agent and the Company.

(b) Certificates Following Conversion. If physical certificates are issued, the Company shall not be required to issue any certificates representing the Series A Preferred Stock on or after the applicable Conversion Date. In place of the delivery of a replacement certificate following the applicable Conversion Date, the Transfer Agent, upon delivery of the evidence and indemnity described in clause (a) above, shall deliver the shares of Common Stock pursuant to the terms of the Series A Preferred Stock formerly evidenced by the certificate.

19. Taxes.

(a) Transfer Taxes. The Company shall pay any and all stock transfer, documentary, stamp and similar taxes that may be payable in respect of any issuance or delivery of shares of Series A Preferred Stock or shares of Common Stock or other securities issued on account of Series A Preferred Stock pursuant hereto or certificates representing such shares or securities; provided, however, that the Company shall not be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Series A Preferred Stock, shares of Common Stock or other securities in a name other than that in which the shares of Series A Preferred Stock with respect to which such shares or other securities are issued or delivered were registered, or in respect of any payment to any Person other than a payment to the registered holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid or is not payable.

(b) Withholding. All payments and distributions (or deemed distributions) on the shares of Series A Preferred Stock (and on the shares of Common Stock received upon their conversion) shall be subject to withholding and backup withholding of tax to the extent required by law, subject to applicable exemptions, and amounts withheld, if any, shall be treated as received by the Holders.

20. **Notices.** All notices referred to in these Designations shall be in writing, and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given (i) upon receipt, when delivered personally; (ii) one Business Day after deposit with an overnight courier service; or (iii) three Business Days after the mailing thereof if sent by registered or certified mail (unless first class mail shall be specifically permitted for such notice under the terms of these Designations) with postage prepaid, in each case addressed: (x) if to the Company, to its office at 10753 Macatawa Drive, Holland, Michigan 49424 (Attention: Corporate Secretary) or to the Transfer Agent at its office at 10 Commerce Drive, Cranford, New Jersey 07016 (Attention: Corporate Trust Office), or other agent of the Company designated as permitted by these Designations, or (y) if to any Holder, to such Holder at the address of such Holder as listed in the stock record books of the Company (which may include the records of the Transfer Agent), or (z) to such other address as the Company or any such Holder, as the case may be, shall have designated by notice similarly given.

[signature page follows]

IN WITNESS WHEREOF, Macatawa Bank Corporation has caused this Certificate to be signed by its duly authorized officer as of the 29th day of October, 2008.

/s/ Philip J. Koning
Philip J. Koning, President

Warner Norcross & Judd LLP
Attorneys at Law
900 Fifth Third Center
111 Lyon Street, N.W.
Grand Rapids, Michigan 49503-2487

January 17, 2014

Macatawa Bank Corporation
10753 Macatawa Drive
Holland, Michigan 49424

Re: **Macatawa Bank Corporation**
Form S-3 Registration Statement
6,922,508 Shares of Common Stock, No Par Value

Ladies and Gentlemen:

We are counsel to Macatawa Bank Corporation, a Michigan corporation (the "Company"), in connection with the preparation of a registration statement on Form S-3 (the "Registration Statement") being filed with the Securities and Exchange Commission (the "Commission") relating to the resale from time to time by selling shareholders, pursuant to Rule 415 of the General Rules and Regulations of the Commission promulgated under the Securities Act of 1933, as amended (the "Securities Act"), of up to 6,922,508 shares of common stock of the Company, no par value (the "Shares").

We are familiar with the proceedings taken by the Company in connection with the authorization of the Shares. We have examined such documents, records, and matters of law as we have deemed necessary for purposes of this opinion. In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such copies.

Based upon the foregoing, we are of the opinion that the Shares, when sold and delivered against payment for the Shares as described in the Registration Statement, will be validly issued, fully paid, and non-assessable.

We express no opinion as to the applicability of, compliance with or effect of, the law of any jurisdiction other than the laws of the State of Michigan and the federal laws of the United States. The opinions expressed above are as of the date of this letter, and we do not assume an obligation to update or supplement those opinions to reflect a fact or circumstance that in the future comes to our attention or a change in law that in the future occurs or becomes effective. This letter is limited to the matters set forth in it, and no opinions are implied or may be inferred beyond those expressly stated above.

We consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

This opinion is rendered for the purposes of Part II, Item 16 of Form S-3 and Item 601(b)(5) of Regulation S-K and may not be used, quoted, or referred to or filed for any other purpose without our prior written permission.

Warner Norcross & Judd LLP

By /s/ Charlie Goode
Charlie Goode, a Partner

Consent of Independent Registered Public Accounting Firm

Board of Directors and Shareholders
Macatawa Bank Corporation
Holland, Michigan

We hereby consent to the incorporation by reference in the Prospectus constituting a part of this Registration Statement of our report dated February 21, 2013 relating to the consolidated financial statements, and the effectiveness of Macatawa Bank Corporation's internal control over financial reporting, appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2012.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ BDO USA, LLP

Grand Rapids, Michigan
January 17, 2014

EXHIBIT 24

LIMITED POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Macatawa Bank Corporation (the "Corporation"), does hereby appoint RONALD L. HAAN and JON W. SWETS, and either of them severally, his or her attorney or attorneys with full power of substitution to execute in his or her name, in his or her capacity as a director or officer of the Corporation, or both, as the case may be, a Form S-3 Registration Statement of the Corporation relating to the resale of shares of Corporation common stock, no par value, and any and all amendments and supplements to such Registration Statement and post-effective amendments and supplements thereto, and to file the same with all exhibits thereto and all other documents in connection therewith with the Securities and Exchange Commission.

Date: December 19, 2013

/s/ Mark J. Bugge

Mark J. Bugge

LIMITED POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Macatawa Bank Corporation (the "Corporation"), does hereby appoint RONALD L. HAAN and JON W. SWETS, and either of them severally, his or her attorney or attorneys with full power of substitution to execute in his or her name, in his or her capacity as a director or officer of the Corporation, or both, as the case may be, a Form S-3 Registration Statement of the Corporation relating to the resale of shares of Corporation common stock, no par value, and any and all amendments and supplements to such Registration Statement and post-effective amendments and supplements thereto, and to file the same with all exhibits thereto and all other documents in connection therewith with the Securities and Exchange Commission.

Date: December 19, 2013

/s/ Wayne J. Elhart

Wayne J. Elhart

LIMITED POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Macatawa Bank Corporation (the "Corporation"), does hereby appoint RONALD L. HAAN and JON W. SWETS, and either of them severally, his or her attorney or attorneys with full power of substitution to execute in his or her name, in his or her capacity as a director or officer of the Corporation, or both, as the case may be, a Form S-3 Registration Statement of the Corporation relating to the resale of shares of Corporation common stock, no par value, and any and all amendments and supplements to such Registration Statement and post-effective amendments and supplements thereto, and to file the same with all exhibits thereto and all other documents in connection therewith with the Securities and Exchange Commission.

Date: December 19, 2013

/s/ Charles A. Geenen

Charles A. Geenen

LIMITED POWER OF ATTORNEY

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Date: December 19, 2013

/s/ Robert L. Herr

Robert L. Herr

LIMITED POWER OF ATTORNEY

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Date: January 9, 2014

/s/ Birgit M. Klohs

Birgit M. Klohs

LIMITED POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Macatawa Bank Corporation (the "Corporation"), does hereby appoint RONALD L. HAAN and JON W. SWETS, and either of them severally, his or her attorney or attorneys with full power of substitution to execute in his or her name, in his or her capacity as a director or officer of the Corporation, or both, as the case may be, a Form S-3 Registration Statement of the Corporation relating to the resale of shares of Corporation common stock, no par value, and any and all amendments and supplements to such Registration Statement and post-effective amendments and supplements thereto, and to file the same with all exhibits thereto and all other documents in connection therewith with the Securities and Exchange Commission.

Date: December 19, 2013

/s/ Arend D. Lubbers

Arend D. Lubbers

LIMITED POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Macatawa Bank Corporation (the "Corporation"), does hereby appoint RONALD L. HAAN and JON W. SWETS, and either of them severally, his or her attorney or attorneys with full power of substitution to execute in his or her name, in his or her capacity as a director or officer of the Corporation, or both, as the case may be, a Form S-3 Registration Statement of the Corporation relating to the resale of shares of Corporation common stock, no par value, and any and all amendments and supplements to such Registration Statement and post-effective amendments and supplements thereto, and to file the same with all exhibits thereto and all other documents in connection therewith with the Securities and Exchange Commission.

Date: December 19, 2013

/s/ Douglas B. Padnos

Douglas B. Padnos

LIMITED POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Macatawa Bank Corporation (the "Corporation"), does hereby appoint RONALD L. HAAN and JON W. SWETS, and either of them severally, his or her attorney or attorneys with full power of substitution to execute in his or her name, in his or her capacity as a director or officer of the Corporation, or both, as the case may be, a Form S-3 Registration Statement of the Corporation relating to the resale of shares of Corporation common stock, no par value, and any and all amendments and supplements to such Registration Statement and post-effective amendments and supplements thereto, and to file the same with all exhibits thereto and all other documents in connection therewith with the Securities and Exchange Commission.

Date: December 19, 2013

/s/ Richard L. Postma

Richard L. Postma

LIMITED POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Macatawa Bank Corporation (the "Corporation"), does hereby appoint RONALD L. HAAN and JON W. SWETS, and either of them severally, his or her attorney or attorneys with full power of substitution to execute in his or her name, in his or her capacity as a director or officer of the Corporation, or both, as the case may be, a Form S-3 Registration Statement of the Corporation relating to the resale of shares of Corporation common stock, no par value, and any and all amendments and supplements to such Registration Statement and post-effective amendments and supplements thereto, and to file the same with all exhibits thereto and all other documents in connection therewith with the Securities and Exchange Commission.

Date: December 19, 2013

/s/ Thomas P. Rosenbach

Thomas P. Rosenbach

LIMITED POWER OF ATTORNEY

The undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Macatawa Bank Corporation (the "Corporation"), does hereby appoint RONALD L. HAAN and JON W. SWETS, and either of them severally, his or her attorney or attorneys with full power of substitution to execute in his or her name, in his or her capacity as a director or officer of the Corporation, or both, as the case may be, a Form S-3 Registration Statement of the Corporation relating to the resale of shares of Corporation common stock, no par value, and any and all amendments and supplements to such Registration Statement and post-effective amendments and supplements thereto, and to file the same with all exhibits thereto and all other documents in connection therewith with the Securities and Exchange Commission.

Date: December 19, 2013

/s/ Thomas J. Wesholski

Thomas J. Wesholski

Warner Norcross & Judd LLP

Attorneys at Law
900 Fifth Third Center
111 Lyon Street, N.W.
Grand Rapids, Michigan 49503-2487

Telephone (616) 752-2000
Fax (616) 752-2500

January 17, 2014

EDGAR TRANSMISSION

Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Re: **Macatawa Bank Corporation**
Form S-3 Registration Statement

Ladies and Gentlemen:

Transmitted with this letter is a Registration Statement on Form S-3 filed by Macatawa Bank Corporation (“Macatawa”). This filing is transmitted electronically through the EDGAR system and is subject to Regulation S-T. Pursuant to Rule 309, only one copy of this electronically formatted document is transmitted.

This firm has on file a manually signed counterpart of each signed document that appears in electronic format in the filing. We hereby undertake, on behalf of Macatawa, to retain such signed documents for a period of five years and to furnish a copy of any such signed documents to the Commission or its staff upon request.

The sum of \$4,610.12 is in the Securities and Exchange Commission lockbox depository at the U.S. Bank of St. Louis, Missouri, in payment of the registration fee.

If the Commission has any comments or will require any further information, please contact me by phone at (616) 752-2176 or by fax at (616) 222-2176.

Very truly yours,

/s/ G. Charles Goode

G. Charles Goode