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(Requestor's Name)

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(Business Entity Name)

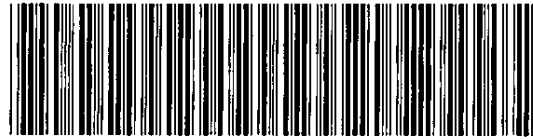
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
09 APR -7 PM 3:55
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

B. KOHR

APR -7 2009

EXAMINER

SQUIRE, SANDERS & DEMPSEY	
Requestor's Name	
215 S. MONROE ST. SUITE 601	
Address	
FALLAHASSEE 32301	222.2300
City/State/Zip	Phone #

FILED
 09 APR -7 PM 3:55
 TALLAHASSEE, FLORIDA

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. MIAMI TRANSIT TRUST V

 (Corporation Name) (Document #)
2. MIAMI-DADE LEASING III-E LLC

 (Corporation Name) (Document #)
3. _____
 (Corporation Name) (Document #)
4. _____
 (Corporation Name) (Document #)

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Walk in | <input checked="" type="checkbox"/> Pick up time WHEN READY | <input checked="" type="checkbox"/> Certified Copy |
| <input type="checkbox"/> Mail out | <input type="checkbox"/> Will wait | <input checked="" type="checkbox"/> Certificate of Status |
| | <input type="checkbox"/> Photocopy | |

NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

IF YOU HAVE ANY QUESTIONS
 PLEASE CONTACT ELIZABETH GLEATON
 AT 222.2300. THANK YOU.

Examiner's Initials

CERTIFICATE OF MERGER

OF

**MIAMI TRANSIT TRUST V,
a Delaware statutory trust,**

WITH

**MIAMI-DADE LEASING III-E LLC
a Florida limited liability company**

FILED
09 APR -7 PM 3:55
TALLAHASSEE, FLORIDA

In accordance with Section 3815 of the Statutory Trust Act of the State of Delaware (the "Delaware Statutory Trust Act"), and Section 608.438 of the Florida Limited Liability Company Act, Miami-Dade Leasing III-E LLC, a limited liability company organized and validly existing under the laws of the State of Florida, does hereby certify as follows:

FIRST: The name and jurisdiction of organization of each entity which is to merge are as follows:

<u>Name:</u>	<u>Jurisdiction of Organization:</u>
Miami Transit Trust V	Delaware
Miami-Dade Leasing III-E LLC	Florida

SECOND: A Sublease Merger Agreement and Plan of Merger (the "Sublease Merger Agreement"), dated as of April 7, 2009, between the parties listed in clause FIRST hereof, has been approved and executed by the sole trustee and the sole beneficial owner of Miami Transit Trust V, in accordance with Section 3815 of the Delaware Statutory Trust Act, and by the sole member of Miami-Dade Leasing III-E LLC, pursuant to the Florida Limited Liability Company Act.

THIRD: Miami-Dade Leasing III-E LLC shall continue as the surviving entity and its name shall remain "Miami-Dade Leasing III-E LLC".

FOURTH: The merger contemplated hereby shall be effective upon the filing of this Certificate of Merger.

FIFTH: The executed Sublease Merger Agreement is on file at the principal place of business of the surviving entity. The address of the principal place of business of the surviving entity is 111 Northwest First Street, Suite 2550, Miami, Florida 33128.

SIXTH: A copy of the executed Sublease Merger Agreement is attached and will also be furnished by the surviving entity, on request and without cost, to Miami Transit Trust V or to any member of the surviving entity.

SEVENTH: Miami-Dade Leasing III-E LLC agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of Miami Transit Trust V.

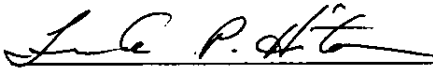
EIGHTH: Miami-Dade Leasing III-E LLC irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any action, suit or proceeding referenced in clause SEVENTH hereof, and a copy of such process may be mailed by the Secretary of State of the State of Delaware to Miami-Dade Leasing III-E LLC at 111 Northwest First Street, Miami, Florida 33128, c/o David Stephen Hope, Esquire, Assistant County Attorney, Miami-Dade County.

NINTH: No appraisal rights arise as a result of this Merger.

IN WITNESS WHEREOF, this Certificate of Merger has been executed in accordance with Section 3811(a)(4) of the Delaware Statutory Trust Act and Section 608.4382 of the Florida Limited Liability Company Act.

MIAMI-DADE LEASING III-E LLC

By: MIAMI-DADE COUNTY, its sole member

By: 
Frank P. Hinton, Bond Analyst

SUBLEASE MERGER AGREEMENT AND PLAN OF MERGER
(WILLIAM LEHMAN CENTER FACILITY)

THIS SUBLEASE MERGER AGREEMENT AND PLAN OF MERGER (WILLIAM LEHMAN CENTER FACILITY) (this “**Sublease Merger Agreement**”) is the plan and agreement of merger made and entered into as of April 7, 2009 by and between (i) MIAMI TRANSIT TRUST V, a Delaware statutory trust (“**Transferor**”), and (ii) MIAMI-DADE LEASING III-E LLC, a Florida limited liability company (“**Transferee**”), successor in interest to MIAMI-DADE LEASING TRUST-III-E, a Florida business trust formed on November 24, 1998.

WITNESSETH:

WHEREAS, Miami Transit Trust V is a statutory trust organized and existing under the laws of the State of Delaware, its Certificate of Trust having been filed in the Office of the Secretary of State of the State of Delaware on December 22, 1998; and

WHEREAS, Miami-Dade Leasing III-E LLC is a limited liability company organized and existing under the laws of the State of Florida pursuant to the conversion of Miami Dade Leasing-Trust-III-E into Miami-Dade Leasing III-E LLC; and

WHEREAS, as a result of the conversion of Miami Dade Leasing Trust-III-E into Miami-Dade Leasing III-E LLC on April 6, 2009, Miami-Dade County as the sole beneficiary of Miami-Dade Leasing Trust-III-E became the sole member of Miami-Dade Leasing III-E LLC; and

WHEREAS, the trustee and the beneficial owners of Transferor and the sole member and the manager of Transferee deem it advisable that Miami Transit Trust V be merged with and into Miami-Dade Leasing III-E LLC on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Delaware and the State of Florida respectively, which permit such merger; and

WHEREAS, the parties hereto desire to effect the merger of Transferor with and into Transferee.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions

(a) Capitalized terms used but not defined herein shall have the meanings given such terms in Appendix A to that certain Participation Agreement (William Lehman Center Facility) dated as of December 15, 1998 (the "Participation Agreement") entered into among Transferor, as successor-in-interest to Miami-Dade Leasing Trust-III-E, and certain other parties specified therein.

(b) References herein to agreements or documents are references to such agreements or documents as they may have been amended or modified.

Section 2. Plan of Merger

ARTICLE I

The Delaware statutory trust shall be merged with the Florida LLC in accordance with applicable provisions of the laws of the State of Florida and of the State of Delaware, by the Delaware statutory trust merging with the Florida LLC, which shall be the surviving entity, pursuant to Section 608.4383 of the Florida Limited Liability Company Act and Section 3815 of the Delaware Statutory Trust Act (12 Del. C. § 3801, *et seq.*) (the "Delaware Statutory Trust Act").

The plan of merger was approved by the sole Member and the Manager of the Transferee in accordance with the applicable provisions of the Florida Limited Liability Act. The plan of merger was approved by the sole trustee and the sole beneficial owner of Miami Transit Trust V in accordance with the requirements of Section 3815(a) of the Delaware Statutory Trust Act.

ARTICLE II

Upon the merger becoming effective as provided in the applicable laws of the State of Florida and the State of Delaware (the time when the merger shall so become effective being sometimes herein referred to as the "Effective Date of the Merger"), the two (2) constituent entities shall be a single limited liability company, which shall be **Miami-Dade Leasing III-E LLC** as the surviving entity, and the separate existence of **Miami Transit Trust V** shall cease and the beneficial interests therein shall be canceled. Miami-Dade County shall continue to be the sole member of Miami-Dade Leasing III-E LLC. As of the Effective Date of the Merger, the Trust

Agreement of Miami Transit Trust V shall terminate (except for those provisions which by their express terms survive the termination thereof), and Wilmington Trust Company, the sole trustee (the "Delaware Trustee") of Miami Transit Trust V, shall have no further power, authority, duties or obligations with respect to Miami Transit Trust V or with respect to Transferee or its predecessors. Notwithstanding anything in the Termination Agreement, dated as of March 30, 2009, or any other document to the contrary, the sole beneficial owner of Miami Leasing Trust V authorizes, empowers and directs the Delaware Trustee to approve the merger transaction contemplated hereby and to enter into, execute and deliver this Sublease Merger Agreement and any other document as may be necessary or convenient in connection with the merger.

ARTICLE III

The Articles of Organization of Miami-Dade Leasing III-E LLC, filed April 6, 2009, shall not be amended in any respect by reason of this Sublease Merger Agreement. The Effective Date of the Merger shall be the date of filing of the Certificate of Merger as provided for in the Delaware Statutory Trust Act and the Florida Limited Liability Company Act.

ARTICLE IV

The title to all real estate and other property, or interest therein, owned by Miami-Dade Leasing III-E LLC or Miami Transit Trust V is vested in Miami-Dade Leasing III-E LLC without reversion or impairment, by operation of the laws of both the State of Delaware and the State of Florida.

ARTICLE V

Miami-Dade Leasing III-E LLC, the surviving entity, agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent statutory trust of Delaware, as well as for enforcement of any obligation of the surviving business trust arising from this merger, pursuant to Section 3815(b)(8) of the Delaware Statutory Trust Act, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the said surviving entity at 111 Northwest First Street, 28th Floor, Miami, Florida 33128, c/o David Stephen Hope, Esquire.

Section 3. Miscellaneous

(a) Governing Law

THIS SUBLEASE MERGER AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA.

(b) Counterparts

This Sublease Merger Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

(c) Benefit and Binding Effect

The terms of this Sublease Merger Agreement shall be binding upon, and shall inure to the benefit of, Transferor, Transferee and their respective successors and permitted assigns.

(d) Entire Agreement

This Sublease Merger Agreement, together with any other agreements, instruments and other documents required to be executed and delivered in connection herewith, supersedes all prior agreements and understandings of Transferor and Transferee or the predecessor in interest to Transferee with respect to the subject matter covered hereby.

(e) Effect of Partial Invalidity

The invalidity of any portion of this Sublease Merger Agreement shall not be deemed to affect the validity of any other provision. If any provision of this Sublease Merger Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

(f) Effective Date

This Sublease Merger Agreement and the assignment and assumption effected hereby shall be effective from and after the date first above written.

(g) Limitation of Liability

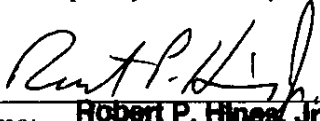
It is expressly understood that this Sublease Merger Agreement has been executed by Wilmington Trust Company, not in its individual capacity, but solely in its capacity as Delaware Trustee, and under no circumstances shall Wilmington Trust Company in its individual capacity or as Delaware Trustee have any liability for the representations, warranties, covenants, agreements or other obligations of the Delaware Trustee or any other Person hereunder or other documents delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of Miami Transit Trust V.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Sublease Merger Agreement to be duly executed on the date first above written.

MIAMI TRANSIT TRUST V

By: WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Delaware Trustee


By: 
Name: **Robert P. Hines, Jr.**
Title: **Assistant Vice President**

SIGNATURE PAGE - SUBLEASE MERGER AGREEMENT (WILLIAM LEHMAN CENTER FACILITY)

IN WITNESS WHEREOF, the parties hereto have caused this Sublease Merger Agreement to be duly executed on the date first above written.

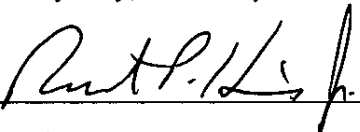
MIAMI-DADE LEASING III-E LLC

By: MIAMI-DADE COUNTY, its sole Member

By: 
Frank P. Hinton
Authorized Party

CONSENTED TO AND AGREED FOR PURPOSES OF SECTION 3815(a) OF THE
DELAWARE STATUTORY TRUST ACT

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Delaware Trustee

By: 
Name: **Robert P. Hines, Jr.**
Title: **Assistant Vice President**

NORLEASE, INC., as sole beneficial owner of
Miami Transit Trust V


By: _____
Name:
Title:

CONSENTED TO AND AGREED FOR PURPOSES OF SECTION 3815(a) OF THE
DELAWARE STATUTORY TRUST ACT

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Delaware Trustee

By: _____
Name:
Title:

NORLEASE, INC., as sole beneficial owner of
Miami Transit Trust V

By:  _____
Name: GLENN P. DAVIS
Title: VICE PRESIDENT

SIGNATURE PAGE - SUBLEASE MERGER AGREEMENT (WILLIAM LEHMAN CENTER FACILITY)