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FLORIDA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

18 DEC 28 PM 2:40

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JAN 03 2019

S. YOUNG

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 546718 7775081

AUTHORIZATION :

[Signature]

COST LIMIT : \$210.00

ORDER DATE : December 17, 2018

ORDER TIME : 9:45 AM

ORDER NO. : 546718-025

CUSTOMER NO: 7775081

ARTICLES OF MERGER

CAL-GAT LIMITED PARTNERSHIP

INTO

WELLTOWER OM GROUP, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

 PLAIN STAMPED COPY

PLEASE CALL IF ADDITIONAL FUNDS ARE NEEDED

CONTACT PERSON: Roxanne Turner *ext 62969*

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: _____
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Contact Person

Firm/Company

Address

City, State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

_____ at (_____) _____
(Name of Contact Person) (Area Code and Daytime Telephone Number)

☒ Certified copy (optional) \$52.50

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Certificate of Merger
For
Florida Limited Partnership or Limited Liability Limited Partnership**

The following Certificate of Merger is submitted in accordance with s. 620.2108, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
CAL-GAT Limited Partnership	Florida	Limited Partnership
CAL-LAK Limited Partnership	Florida	Limited Partnership
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Welltower OM Group LLC	Delaware	Limited Liability Company

THIRD: The date the merger is effective under the governing laws of the surviving party is: December 31, 2018.

(NOTE: If survivor is a Florida limited partnership or limited liability limited partnership, effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State. If survivor is not a Florida limited partnership or limited liability limited partnership, effective date shall be as provided in survivor's governing statute.)

FOURTH: The merger was approved by each party as required by its governing law.

FILED
 18 DEC 23 PM 2:40
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

FIFTH: If the surviving party is a foreign organization not qualified to transact business in this state, the street address and mailing address of an office which the Florida Department of State may use for the purposes of s. 620.2109(2), F.S., are as follows:


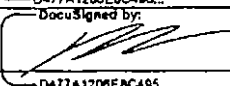
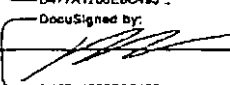
Street address:

Mailing address:

SIXTH: Other provisions, if any, relating to the merger:

SEVENTH: Signature(s) for Each Party:

(Merger must be signed by all general partners of Florida limited partnerships or limited liability limited partnerships and by the authorized representative of each other party.)

Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
CAL-GAT Limited Partnership	 D477A1206E8C495...	Matthew McQueen, SVP - General Counsel & Corporate Secretary of Windrose Los Gatos Properties, L.L.C., General Partner
CAL-LAK Limited Partnership	 D477A1206E8C495...	Matthew McQueen, SVP - General Counsel & Corporate Secretary of Windrose Lakewood Properties, L.L.C., General Partner
Welltower OM Group LLC	 D477A1206E8C495...	Matthew McQueen, SVP - General Counsel & Corporate Secretary

Fees: Filing Fees: \$52.50 Per Party
Certified Copy: \$52.50 (Optional)
Certificate of Status: \$8.75 (Optional)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), dated as of December 27, 2018, is by and among the entities listed on Exhibit A attached hereto (each a "*Merging Entity*" and collectively the "*Merging Entities*") and Welltower OM Group LLC, a Delaware limited liability company (the "*Surviving Entity*").

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging Entities, in accordance with the Delaware Limited Liability Company Act (the "*Delaware Act*"), the Florida Limited Liability Company Act (the "*Florida LLC Act*"), and the Florida Revised Uniform Partnership Act (the "*Florida LP Act*", and together with the Delaware Act and the Florida LLC Act, the "*Acts*"), will merge with and into the Surviving Entity, with the Surviving Entity as the surviving company (the "*Merger*").

NOW, THEREFORE, in consideration of the mutual covenants, terms and, conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I THE MERGER

1.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Acts, the Merging Entities shall be merged with and into the Surviving Entity at the Effective Time (as defined below). Following the Effective Time, the separate existence of each of the Merging Entities shall cease, and the Surviving Entity shall continue as the surviving company. The outstanding membership or partnership interests, as applicable, of the Merging Entities will be cancelled without consideration. There shall be no conversion of membership or partnership interests, as applicable, of the Merging Entities into ownership of the Surviving Entity. The effects and consequences of the Merger shall be as set forth in this Agreement and the Acts.

1.2 Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute, and file a certificate of merger (the "*Delaware Certificate of Merger*") complying with the Delaware Act with the Secretary of State of the State of Delaware with respect to the Merger. Subject to the provisions of this Agreement, on the date hereof, the parties shall also duly prepare, execute, and file articles of merger complying with the Florida LLC Act and a certificate of merger complying with the Florida LP Act with the Florida Department of State (collectively, the "*Florida Filings*"). The Merger shall become effective on December 31, 2018 at 12:01 a.m. (the "*Effective Time*").

(b) The Merger shall have the effects set forth in the Acts. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers, and franchises of the Merging Entities shall vest in the Surviving Entity, as the surviving company, and (ii) all debts, liabilities, obligations, and duties of the Merging Entities shall become the debts, liabilities, obligations, and duties of the Surviving Entity, as the surviving company.

1.3 Organizational Documents. The limited liability company agreement of the Surviving Entity in effect at the Effective Time shall be the limited liability company agreement of the Surviving Entity until thereafter amended as provided therein or by the Delaware Act, and the certificate of

formation of the Surviving Entity in effect at the Effective Time, as amended pursuant to the Certificate of Merger, shall be the certificate of formation of the Surviving Entity until thereafter amended as provided therein or by the Delaware Act.

ARTICLE II MISCELLANEOUS

2.1 Entire Agreement. This Agreement together with the Delaware Certificate of Merger and the Florida Filings constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

2.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

2.3 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

2.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

2.5 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

2.6 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

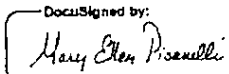
2.7 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

2.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SURVIVING ENTITY:

WELLTOWER OM GROUP LLC

By:  _____
Name: Mary Ellen Pisanelli
Title: Authorized Signatory

MERGING ENTITIES:

CAL-GAT LIMITED PARTNERSHIP
CAL-LAK LIMITED PARTNERSHIP
WEST BOYNTON INVESTORS, LLLP
COOPER HOLDING, LLC
WINDROSE ABERDEEN I PROPERTIES, L.L.C.
WINDROSE PALMS WEST III PROPERTIES, LTD.
WINDROSE PALMS WEST IV PROPERTIES, LTD.
WINDROSE PALMS WEST V PROPERTIES, LTD.
WINDROSE SIERRA PROPERTIES, LTD.
WINDROSE WELLINGTON PROPERTIES, LTD.
WINDROSE WEST TOWER PROPERTIES, LTD.

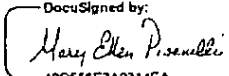
By:  _____
Name: Mary Ellen Pisanelli
Title: Authorized Signatory

EXHIBIT A

Merging Entities

Entity Name	Entity Type	Domestic Jurisdiction
CAL-GAT Limited Partnership	Limited Partnership	FL
CAL-LAK Limited Partnership	Limited Partnership	FL
West Boynton Investors, LLLP	Limited Partnership	FL
Cooper Holding, LLC	Limited Liability Company	FL
Windrose Aberdeen I Properties, L.L.C.	Limited Liability Company	FL
Windrose Palms West III Properties, Ltd.	Limited Partnership	FL
Windrose Palms West IV Properties, Ltd.	Limited Partnership	FL
Windrose Palms West V Properties, Ltd.	Limited Partnership	FL
Windrose Sierra Properties, Ltd.	Limited Partnership	FL
Windrose Wellington Properties, Ltd.	Limited Partnership	FL
Windrose West Tower Properties, Ltd.	Limited Partnership	FL