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**State of Rhode Island**  
**Department of State - Business Services Division**

**Application for Articles of Merger**

DOMESTIC or FOREIGN Business Corporation, Partnership, Limited Liability Company or Non-Profit Corporation

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00

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 R.I. DEPT. OF STATE  
 BUS SVCS DIV  
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Pursuant to the provisions of RIGL Title 7, the undersigned entities submit the following Articles of Merger ☒ or Consolidation ☐ for the purpose of merging or consolidating them into one entity:

**SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES**

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE <small>under which entity is organized</small>
001751410	FILISA HOLDINGS RI 2, Inc.	Business Corp.	RI
001751385	Gold Coast Holdings RI 2, Inc.	Business Corp.	RI

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving entity is:

Gold Coast Holdings RI 2, Inc.

which is to be governed by the laws of the state of:

Rhode Island

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. A Plan of Merger or Consolidation **MUST** be attached.

e. If the surviving entity's name has been amended via the merger, please state the new name:

f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:

**MAIL TO:**

Division of Business Services  
 148 W. River Street, Providence, Rhode Island 02904-2615  
 Phone: (401) 222-3040  
 Website: [www.sos.ri.gov](http://www.sos.ri.gov)

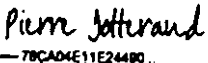

**FILED**

AUG 31 2023

12:08pm

BY LKS 6EPOR

<b>g. Date when these Articles of Merger or Consolidation will be effective: CHECK ONE BOX ONLY</b>
<input checked="checked" type="checkbox"/> Date received (Upon filing)
<input type="checkbox"/> Later effective date (see instructions) _____
<b>SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO RIGL CHAPTER 7-1.2.</b>
<b>a.</b> If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of RIGL Chapter 7-1.2.
<b>b.</b> The corporation certifies that it has no outstanding tax obligations. As required by RIGL § 7-1.2-1309, the corporation has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]
<b>c.</b> Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.
<b>i)</b> The name of the subsidiary corporation is:
<b>ii)</b> The date a copy of the plan of merger was mailed to shareholders of the subsidiary corporation is (such date shall not be less than 30 days from the date of filing):
<b>SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL CHAPTER 7-6.</b>
<b>a.</b> If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast, OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.
<b>b.</b> If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.
<b>SECTION IV: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A PARTNERSHIP PURSUANT TO RIGL CHAPTER 7-13.1 or 7-12.1.</b>
<b>a.</b> The partnership certifies that it has no outstanding tax obligations. As required by RIGL 7-13.1-213 and 7-12.1-914, the partnership has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]
<b>SECTION V: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED LIABILITY COMPANY PURSUANT TO RIGL CHAPTER 7-16.</b>
<b>a.</b> The limited liability company certifies that it has no outstanding tax obligations. As required by RIGL § 7-16-8, the limited liability company has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]

<b>SECTION VI: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES</b>		
<i>Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.</i>		
Type or Print Entity Name FILISA HOLDINGS RI 2, Inc.		
Type or Print Name of Person Signing Pierre Jotterand	Title of Person Signing President	
Signature DocuSigned by:  78CA04E11E244B0...		Date August 31, 2023
Type or Print Name of Person Signing	Title of Person of Signing	
Signature		Date
Type or Print Entity Name Gold Coast Holdings RI 2, Inc.		
Type or Print Name of Person Signing Raul Garcia	Title of Person Signing President	
Signature 		Date August 31, 2023
Type or Print Name of Person Signing	Title of Person Signing	
Signature		Date

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is entered into as of the 31st day of August, 2023, by and among FILISA HOLDINGS RI 2, Inc., a Rhode Island corporation ("Merging Entity"), Gold Coast Holdings RI 2, Inc., a Rhode Island corporation (the "Company"), and Gold Coast Premier Properties Holdings, Inc., a Delaware corporation and the sole stockholder of each of Merging Entity and the Company ("Gold Coast Holdings").

### ARTICLE I THE MERGER

**1.1 Merger of Merging Entity With and Into the Company.** In accordance with the provisions of this Agreement and the Rhode Island Business Corporation Act (the "Act"). Merging Entity will be merged with and into the Company, with the Company being the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). After the Effective Time, the Company will continue its existence as a Rhode Island corporation, and will conduct its business as the Surviving Entity under the name of "Gold Coast Holdings RI 2, Inc." or such other name as the stockholders of the Company may determine either before or after the Effective Time. At the Effective Time, the separate corporate existence of Merging Entity will cease. The actions described in this Section 1.1 are collectively the "Merger."

**1.2 Effect of the Merger.**

(a) At the Effective Time, the effect of the Merger will be as provided in the applicable provisions of the Act. Without limiting the generality of the foregoing, at the Effective Time, the Company will thereupon and thereafter possess all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of both Merging Entity and the Company, and be subject to all the restrictions, disabilities and duties of both Merging Entity and the Company; and all of the rights, obligations, agreements and arrangements to which the stock or other securities of Merging Entity were theretofore subject will thereupon be applicable to the stock or other securities of the Company into which such stock or other securities of Merging Entity have been converted as a result of the Merger; and all the rights, privileges, powers and franchises of both Merging Entity and the Company, and all the property, real, personal and mixed, and all debts due to both Merging Entity and the Company, on whatever account as well as for subscriptions and all other things in action belonging to either Merging Entity or the Company, will be vested in the Company; and all property (real and personal), rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Merging Entity, and all and every other interest of Merging Entity, will be thereafter as effectually the property of the Company as they were of Merging Entity, and the title to any real estate vested in Merging Entity under any applicable laws by deed or otherwise will not revert or be in any way impaired by reason of the Act; but all rights of creditors and all liens upon any property of Merging Entity will be preserved unimpaired, and all debts, liabilities and duties of Merging Entity will thenceforth attach to the Company and may be enforced against the Company to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Company.

(b) From and after the Effective Time and until altered, amended or repealed in accordance with applicable law, the bylaws of the Company will be the bylaws of the Company as the entity surviving the Merger.

**1.3 Additional Actions.** If, at any time after the Effective Time, the Company will consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Company, title to and possession of any property or right of Merging Entity acquired or to be acquired by reason of, in connection with, or as a result of the Merger, or (b) otherwise to carry out the purposes of this Agreement, Merging Entity and its stockholders, directors and officers will be deemed to have granted to the Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Company and otherwise to carry out the purposes of this Agreement; and the officers of the Company are fully authorized in the name of Merging Entity or otherwise to take any and all such action.

**1.4 Effective Time.** The Merger shall be effective (the "Effective Time") as prescribed by law.

## **ARTICLE II CONVERSION OF CAPITAL STOCK/UNITS**

### **2.1 Conversion of Capital Stock.**

(a) Merging Entity Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any of the parties hereto, each share of capital stock of Merging Entity issued and outstanding immediately prior to the Effective Time shall be cancelled without any consideration or other payment thereto.

(b) Company Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any of the parties hereto, each share of capital stock of the Company issued and outstanding immediately prior to the Effective Time shall remain outstanding and be held by Gold Coast Holdings.

## **ARTICLE III AMENDMENT AND TERMINATION**

**3.1 Amendment.** This Agreement may be amended at any time, to the fullest extent permitted by law, by an amendment duly executed by the parties hereto, at any time prior to the Effective Time.

**3.2 Termination.** At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned by agreement of the parties hereto. The filing of this Agreement or Articles of Merger with the Secretary of State will constitute certification that this Agreement has not theretofore been terminated. If terminated as provided in this Section, this Agreement will forthwith become wholly void and of no further force or effect.

## ARTICLE IV CONDITIONS

**4.1 Conditions to Obligations of the Company.** The obligation of the Company to consummate the Merger is subject to the fulfillment, prior to or at the Effective Time, of each of the following conditions:

(a) Stockholder Approval. This Agreement will have been approved by the sole stockholder of Merging Entity.

(b) Consents. All consents, authorizations, orders or approvals of any governmental commission, board, other regulatory body or any third party required in connection with the execution, delivery and performance of this Agreement will have been obtained.

(c) Satisfaction of Conditions. Any obligations of Merging Entity to be performed pursuant to this Agreement prior to the Effective Time will have been performed in all material respects.

**4.2 Conditions to Obligations of Merging Entity.** The obligation of Merging Entity to consummate the Merger is subject to the fulfillment, prior to or at the Effective Time, of each of the following conditions:

(a) Stockholder Approval. This Agreement will have been approved by the sole stockholder of the Company.

(b) Consents. All consents, authorizations, orders or approvals of any governmental commission, board, other regulatory body or any third party required in connection with the execution, delivery and performance of this Agreement will have been obtained.

(c) Satisfaction Of Conditions. Any obligations of the Company to be performed pursuant to this Agreement prior to the Effective Time will have been performed in all material respects.

## ARTICLE V MISCELLANEOUS

**5.1 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one agreement.

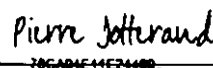
**5.2 Waiver.** Any party may, at its option, extend the time for performance of any of the obligations or acts of any other party and may waive in writing any or all of the conditions contained herein to which its obligations hereunder are subject or compliance by other parties with any other matter in this Agreement.

**5.3 Governing Law.** This Agreement will be governed in all respects, including, but not limited to validity, interpretation, effect and performance, by the internal laws of the State of Rhode Island.


[The Remainder of this Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed this Agreement as of the date first written above.

**FILISA HOLDINGS RI 2, Inc.,**  
a Rhode Island corporation

By:   
Name: Pierre Jotterand  
Office: President

**Gold Coast Holdings RI 2, Inc.,**  
a Rhode Island corporation

By:   
Name: Raul Garcia  
Office: President

**Gold Coast Premier Properties Holdings, Inc.,**  
a Delaware corporation

By:   
Name: Raul Garcia  
Office: Chief Executive Officer





State of Rhode Island

**Department of State | Office of the Secretary of State**

**Gregg M. Amore**, *Secretary of State*

I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,  
hereby certify that this document, duly executed in accordance with the provisions  
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

August 31, 2023 12:08 PM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Gregg M. Amore  
*Secretary of State*

