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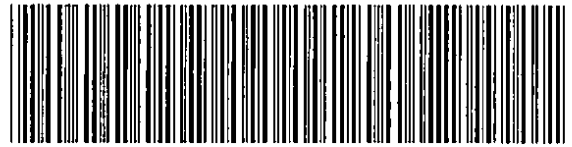
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SECRETARY OF STATE
2023 JUN 30 PM 12:27

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SUBJECT: Fuencarral Investments LLC

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Fig. 2

Fig. 2

ARTICLES OF DISSOLUTION
FOR
A LIMITED LIABILITY COMPANY

FILED
SECRETARY OF STATE
2023 JUN 30 PM 12:27

1. The name of a limited liability company is

Fuencarral Investments LLC

2. The Articles of Organization were filed on June 4, 2018

and assigned

document number 118000138283

3. The delayed effective date the dissolution if not effective on the date of filing: 12/31/2022

(effective date cannot be prior to or more than 90 days later than date document is received for filing)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

4. A description of occurrence that resulted in the limited liability company's dissolution pursuant to section 605.0707, Florida Statutes, (copy 605.0707 on back cover letter).

Resolutions approving the dissolution of the company were adopted unanimously by the sole member.

as permitted by the Florida Revised Limited Liability Act.

5. If there are no members, enter the name and address of the person appointed to wind up the company's activities and affairs:

6. Signature of an authorized person or if there are no members, the signature of the person appointed and listed above to wind up the company's activities and affairs:


Signature

Pedro Manuel Mezquita

Printed Name

FILING FEE: \$25.00

**WRITTEN CONSENT TO ACTION
IN LIEU OF MEETING OF MEMBERS AND MANAGERS OF
FUENCARRAL INVESTMENTS LLC**

The undersigned, being the sole Member and the Managers of Fuencarral Investments LLC, a Florida limited liability company (the "Company"), and constituting a quorum by the attendance and participation of the Member and Managers of the Company, hereby adopt the following resolutions by Written Consent of Members and Managers in Lieu of Meeting of Members and Managers of the Company:

WHEREAS, the Member and Managers of the Company deem it advisable and in the best interests of the Company to completely liquidate and dissolve the Company and wind-up its affairs and that the winding up and dissolution of the Company be in accordance with the terms of the Plan of Liquidation and Dissolution attached hereto as Exhibit A (the "Liquidation Plan"); and

WHEREAS, it is hereby proposed to approve the Liquidation Plan,

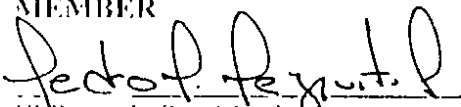
IT IS HEREBY,

RESOLVED, that the Member and Managers hereby approve and authorize the winding up and the complete dissolution of the Company; and

FURTHER RESOLVED, that the Liquidation Plan is hereby approved and that the dissolution of the Company be carried out in accordance with such Liquidation Plan.

IN WITNESS WHEREOF, the undersigned Member and Managers of the Company have executed this Written Consent of Members and Manager in Lieu of Meeting of Members and Managers effective as of December 31, 2022.

MEMBER



El Rayo de San Martín S.A.

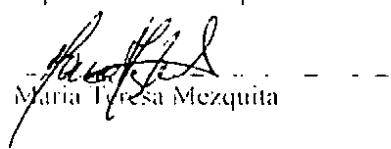
By: Pedro Manuel Mezquita

Its: Director

MANAGERS



Pedro Manuel Mezquita



Maria Teresa Mezquita

PLAN OF LIQUIDATION AND DISSOLUTION OF
FUENCARRAL INVESTMENTS LLC

This Plan of Liquidation and Dissolution (the "Plan"), dated as of December 31, 2022, (the "Adoption Date"), is intended to accomplish the complete liquidation, dissolution and winding up of Fuencarral Investments LLC, a Florida limited liability company (the "Company"), in accordance with the Florida Revised Limited Liability Company Act ("FRLCA")

1. Approval and Adoption of Plan. On the date hereof, the Company's sole Member ("Member") and Managers have executed a written resolution authorizing the complete liquidation, dissolution and winding up of the Company and approving this Plan.

2. Cessation of Business Activities. After the Effective Date, the Company shall not engage in any business activities except to the extent necessary to preserve the value of its assets, wind up its business and distribute its assets to the Member in accordance with this Plan, including retaining such employees and consultants as necessary or desirable to effectuate the winding up and dissolution of the Company.

3. Articles of Dissolution and Effective Date. Within three (3) days of the Adoption Date, the Company shall prepare and file articles of dissolution (the "Articles of Dissolution") with the Secretary of State of the State of Florida in accordance with Fla. Stat. § 605.0707 (the date on which such filing occurs, the "Effective Date"), and file or publish in a newspaper of general circulation in Miami-Dade County a notice of dissolution in accordance with Fla. Stat § 605.0712.

4. Plan of Distribution.

(a) On and after the Effective Date, the Company shall liquidate the Company's assets in accordance with Fla. Stat § 605.0710 and shall:

(i) Pay or make reasonable provision to pay all claims and obligations, including all contingent, conditional or unmatured contractual claims which may become known to the Company or its successor;

(ii) Make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party; and

(iii) Make such provision as will be reasonably necessary for any contingent liabilities and other obligations of the Company or of the Member or any guarantors of Company obligations arising out of or in conjunction with the Company's affairs.

(b) The Company shall distribute to the Member all remaining assets, including all available cash, except such cash, property or assets required for paying or making reasonable provision for the claims and obligations of the Company. Such distribution may occur all at once or in a series of distributions and shall be in cash or assets, in such amounts, and at the time or times as the Managers may determine in their absolute discretion.

5. Cancellation of Interest. The distributions to the Member pursuant to Section 4(b) hereof, if any, shall be in complete liquidation and cancellation of all of the outstanding membership interests of the Company.

6. Indemnification. The Company shall continue to indemnify its officers, managers and employees in accordance with the FRLICA, its articles of organization, and any contractual arrangements, and its existing managers' and officers' liability insurance policy, for acts and omissions in connection with the implementation of this Plan and the winding up of the affairs of the Company.

7. Complete Liquidation. It is intended that this Plan shall be a plan of complete liquidation and dissolution of the Company.

8. Filing of Tax Forms. The Company shall file all required returns with an Internal Revenue Service ("IRS") as required pursuant to the provisions of the Internal Revenue Code of 1986 and the regulations thereunder.

9. Expenses of Dissolution. The Company shall pay all expenses incurred in connection with the implementation of this Plan including, but not limited to, any consulting, professional and other fees and expenses of persons providing services to the Company.

10. Statement of Termination. Within three (3) days of the date in which all distributions referred to in Section 4(b) have been completed, the Company shall file with the Secretary of State of the State of Florida a statement of termination in accordance with Fla. Stat. § 605.0709.

11. Authorization. The Managers are hereby authorized, without further action by the Member, to do and perform or cause others to perform any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind that are deemed necessary, appropriate or desirable, in their absolute discretion, to implement this Plan and the transactions contemplated hereby, including, without limiting the foregoing, all filings or acts required by applicable law to wind up its affairs.

MEMORANDUM OF LIQUIDATION
FUENCARRAL INVESTMENTS LLC

This Memorandum of Liquidation of Fuencarral Investments LLC, a Florida limited liability company (the "Company"), is intended to memorialize the actions undertaken by the undersigned managers (the "Managers") to achieve the complete liquidation, dissolution and winding up in accordance with the Plan of Liquidation and Dissolution of the Company, which was approved by the Member and Managers of the Company on December 31, 2022 (the "Adoption Date").

1. Assets of the Company. As of the Adoption Date, the Company had the following assets:

TYPE OF ASSET	DOLLAR AMOUNT
[CASH]	\$0
[INVENTORY]	\$0
[ACCOUNTS RECEIVABLE]	\$0

2. Liabilities of the Company. As of the Adoption Date, the Company had the following liabilities:

TYPE OF LIABILITY	DOLLAR AMOUNT
[LOANS]	\$0
[TAX LIABILITY]	\$0
[ACCOUNTS PAYABLE]	\$0

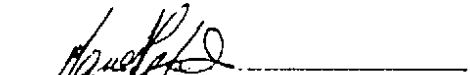
3. Summary of Liquidator's Actions. The Managers performed the following actions in furtherance of the Plan:

- The Manager prepared Articles of Dissolution to be filed with the Division of Corporations;
- The Managers coordinated for the following forms to be filed with the Internal Revenue Service ("IRS") and remitted all corresponding payments to the IRS;
 - Form 966; and
 - Form 1120 – marked as the final tax return of the company.
- The Managers paid all expenses in connection with the Plan's execution.

[Signature Page Follows]

The undersigned Managers have duly executed this Memorandum of Liquidation as of December 31, 2022.


Pedro Manuel Mezquita


Maria Teresa Mezquita

PLAN OF LIQUIDATION AND DISSOLUTION OF
FUENCARRAL INVESTMENTS LLC

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