

LIMITED LIABILITY COMPANY AGREEMENT
OF
ORBES DUO UK INTERNATIONAL II LLC

This Limited Liability Company Agreement (this “LLC Agreement”) of **ORBES DUO UK INTERNATIONAL II LLC**, a Delaware limited liability company (the “Company”), is entered into by the undersigned (each individually a “Member” and collectively, the “Members”), who have executed this LLC Agreement and have been admitted as a Member of the Company, and the person who executes the LLC Agreement and is admitted as Manager, as defined below, effective as of November 15, 2023.

WHEREAS, the Members organized the Company as a limited liability company under the Delaware Limited Liability Company Act (the “Act”); and

WHEREAS, the Members and Manager desire to enter into this LLC Agreement in order to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of its Members and Manager;

NOW, THEREFORE, the Members and Manager, intending to be legally bound by this LLC Agreement, hereby agree that the LLC Agreement of the Company shall be as follows:

1. Name. The name of the Company formed hereby is **ORBES DUO UK INTERNATIONAL II LLC**.

2. Organization. The Company was formed as a Delaware limited liability company on November 15, 2023 upon the filing of a Certificate of Formation (the “Certificate”) with the Secretary of State of Delaware in accordance with the Delaware Limited Liability Company Act (such act, as amended from time to time, together with any corresponding provisions of succeeding law hereinafter referred to as the “Act”)

3. Purpose. The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act, as such business activities may be determined by the Members from time to time. The Company shall have the authority, all the powers of a limited liability company under the Act and the power to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Section 3.

4. Principal Address; Registered Agent. The registered agent in the State of Delaware for service of the process on the company shall be National Registered Agents, Inc. The registered office of the company in the State of Delaware is located at Corporate Creations Network, Inc., 3411 Silverside Road, Tatnall Building, Suite 104, Wilmington Delaware 1980. The Managing Member may change such registered agent and/or registered office without the consent of the Investor Members, provided that notice of such change is provided to the Investor Members.

5. **Membership Interests.** Each Member's membership interest in the Company shall be referred to as "Units." The aggregate membership interests held by the Members shall consist of 100 Units. The names and addresses of the Members of the Company, the amounts of their respective initial capital contributions, percentage interests and Units are set forth on Schedule A hereto.

6. **Management of the Company.** The Company shall be deemed a "manager-managed" limited liability company and shall be managed by the person appointed as manager (the "Manager"). The initial Manager of the Company shall be Carlos Blanco.

(a) Subject to such other written contract that may exist between the Members and the Manager, any person serving as a Manager may resign from such position at any time by giving at least thirty (30) days written notice to the Members (or such shorter period acceptable to the Members), and any Manager may be removed at any time, with or without cause, by the written consent of the Members owning at least a majority of all outstanding Units (a "Majority in Interest"). Unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

(b) The Manager, may from time to time and at any time delegate certain management and administrative functions to individuals with such titles as the Manager select, including without limitation the titles of Chairman, President, Vice President, Treasurer and Secretary, to act on behalf of the Company with such power and authority as the Manager may delegate to any such person from time to time. In the absence of specific written authority or in the event there is any issue or doubt as to an officer's scope of authority and ability to bind the Company in accordance with this LLC Agreement, it shall be presumed such officer has the same powers, duties and rights as an officer of a Delaware corporation with the same corresponding title.

(c) Any officer of the Company may resign at any time by giving at least thirty (30) days written notice to the Manager (or such shorter period acceptable to the Manager), and any officer may be removed at any time, with or without cause, by the written consent of the Manager. Unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

(d) Except as otherwise provided in this LLC Agreement, each Manager, individually, shall have full, exclusive and complete discretion, right, power and authority to manage, control and make all decisions affecting the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company on the terms provided herein, deemed by such Manager to be necessary or appropriate to effectuate the business, purposes and objectives of the Company as set forth in this LLC Agreement. The actions of a Manager, when taken in accordance with this Agreement, shall bind the Company.

(e) **Reliance by Third Parties.** Any person dealing with the Company or the Manager may rely upon a certificate signed by the Manager as to:

(i) the existence and identity of the Manager, the Company's officers or any Company Member;

(ii) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Manager, or a Company officer, or in any other manner relating to the affairs of the Company;

(iii) the officers or other persons who are authorized to execute and deliver any instrument or document of or on behalf of the Company; or

(iv) any act or failure to act by the Company or as to any other matter whatsoever involving the Manager, the Company, one or more of its officers, or any Member.

(f) **Interested Manager.** The Manager may act under this Agreement even if interested, in an individual capacity, as a fiduciary of a trust or estate or in any other capacity, in any property in which the Company holds an interest.

(g) **Other Activities.** The Manager shall not be required to manage the Company as their sole and exclusive function and the Manager may have other business interests and may engage in other activities in addition to those relating to the Company, including the rendering of advice or services of any kind to affiliates of the Company. Each Member acknowledges that any Member or Manager or any Persons in which a Member or a Manager participates or is beneficially interested, is or may become involved in activities or businesses relating to the business of the Company that are or may become competitive to the business of the Company. Neither the Company nor any Member shall have any right, by virtue of this LLC Agreement or the relationship created hereby, in or to such other ventures or activities or to the income or proceeds derived therefrom.

6. **Liability of the Members.** Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and none of the Members shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

7. **Additional Members.** By unanimous written consent of all the Members, the Members are authorized to admit any person as an additional Member of the Company (“Additional Members”), and each such person shall be admitted as an Additional Member at the time such person (i) executes this LLC Agreement or a counterpart of this LLC Agreement, and (ii) is named as a Member and assigned a percentage interest in exchange for a capital contribution to be set forth in a revised Schedule A hereto.

8. **Indemnification.** The Company shall indemnify the Members and Manager and any of the Members’ or Manager’ agents, affiliates, successors or assigns (each individually, an “Indemnified Party”) against any and all judgments, costs, losses, liabilities and damages (including attorneys’ fees and expenses) paid or incurred by the Indemnified Party in connection with the activities of the Company or in dealing with third parties on behalf of the Company, to the fullest extent provided or allowed by applicable law.

9. **Dissolution and Winding-up of the Company.** The Company shall be dissolved upon the first to occur of (a) the unanimous written consent of the Members, or (b) the entry of a decree of judicial dissolution under the Act.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this LLC Agreement has been made and executed by the Members and Manager effective as of the date first written above.


MEMBERS:

Carlos Blanco

By:  _____
Name:
Title:

MANAGER:

Carlos Blanco

By:  _____

SCHEDULE A

**NAME, ADDRESS, INITIAL
CAPITAL CONTRIBUTION AND PERCENTAGE INTEREST OF THE MEMBERS**

<u>Name of Member</u>	<u>Address of Member</u>	<u>Value of Initial Capital Contribution</u>	<u>Percentage Interest</u>	<u>Units</u>
Carlos Blanco	1395 Brickell Ave., Ste 620 Miami FL 33127	\$10	100%	100