OPERATING AGREEMENT

URBAN DESIGN LLC

This Operating Agreement ("Agreement") is entered into effective as of the date of registration of **Urban Design LLC** (the "Company") under the Legal Entity Act of the Commonwealth of Redmont.

Article 1: Formation

1.1 Name

The legal name of the corporation shall be **UrbanDesign**, doing business as **Urban Design LLC** (the "**Company**").

1.2 Formation

The Company is a limited liability company organized under the Legal Entity Act of the Commonwealth of Redmont ("**Act**"). The Company shall be registered with the Department of Commerce ("**DoC**").

1.3 Registered Jurisdiction

The registered jurisdiction shall be the Commonwealth of Redmont.

1.4 Incorporator

The incorporator of the Company is DaanBanaan5673, acting on behalf of HMI Holdings Inc.

Article 2: Purpose

2.1 Business Purpose

The purpose of the company is to engage in any lawful act or activity for which the LLC may be organized under the Laws of Redmont.

2.2 Relationship to Parent Company

The Company is a **wholly owned subsidiary** of **HMI Holdings Inc.**, which is the sole member of the Company.

Article 3: Membership & Capital

3.1 Sole Member
The Sole Member of **Urban Design LLC** is **HMI Holdings Inc.**

3.2 Capital Contribution
The initial capital contribution is **0 DC**. No additional capital contribution is required unless determined by the Sole Member.

3.3 Equity Issuance
No membership may be granted without the express written consent of the Sole Member. No equity, unit, or ownership stake may be issued without the express written consent of the Sole Member.

3.4 Membership Structure
The Company is a member-based limited liability company. Ownership, voting rights, and all economic interests in the Company are vested solely in its Member and not divided into separate or freely transferable interests or units.

Article 4: Management

4.1 Manager-Managed
The Company is manager-managed.

4.2 Manager
The Sole Member hereby designates **DaanBanaan5673** as the Manager of the Company. The Manager can be replaced by the Sole Member at their discretion.

4.3 Authority
The Manager has authority to:

- bind the Company in all legal matters,
- enter contracts and engagement agreements,
- hire, manage, and terminate employees or contractors,
- initiate, threaten, defend, settle, or abandon litigation,
- accept or decline legal representation,
- set fees, contingency arrangements, and billing structures,
- acquire and dispose of Company assets,
- act unilaterally without notice or approval.

4.4 Inactivity
Temporary or permanent inactivity by the Manager shall not be construed as abandonment, resignation, or limitation of authority.

Article 5: Liability & indemnification

5.1 Limited Liability
No Member or Manager shall be personally liable for the debts, obligations, or liabilities of the Company.

5.2 Indemnification
The Company shall indemnify the Member and Manager to the maximum extent permitted under the Act for any act taken in good faith on behalf of the Company.

Article 6: Records & Decisions

6.1 Written Consent
Any action required or permitted to be taken may be taken by written consent in lieu of meetings.

6.2 Records
Company records shall be maintained on the company docket as required by the Act.

6.3 Profits and Losses
All profits and losses of the Company shall be allocated entirely to the Sole Member, **HMI Holdings Inc.** Distributions, if any, shall be made at such times and in such amounts as determined by the Sole Member in its sole discretion.

Article 7: Dissolution

7.1 Dissolution
The Company may be dissolved instantly by the Sole Member.

7.2 Distribution
Upon dissolution, all assets of the Company shall be distributed to the Sole Member after satisfaction of Company obligations.

Article 8: Governing Law

8.1 Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the **Commonwealth of Redmont**.

Article 9: Amendments

9.1 Authority to Amend
This Operating Agreement may be amended, restated, or otherwise modified at any time by the Sole Member.

9.2 Method of Amendment
All amendments shall be made in writing and shall be effective immediately unless otherwise stated.

9.3 Public Notice
All amendments shall be disclosed through the Company Docket as required by the Act.

Article 10: Bylaws

10.1 No Bylaws
The Company is a limited liability company and does not adopt or maintain bylaws. Governance is governed exclusively by this Operating Agreement and applicable law.

Article 11: Transfer of Membership

11.1 Restriction on Transfers
No membership may be sold, assigned, transferred, pledged, or encumbered without the express written consent of the Sole Member. The Sole Member must give notice to the Company of any transfers of membership. The Sole Member must do so in written form.

11.2 Admission of New Members
Additional members may be admitted at the sole discretion of the Sole Member, upon such terms as determined by the Sole Member. The Sole Member must give notice of this to the Company in written form.

11.3 Removal of Members
Members may be removed at the sole discretion of the Sole Member, upon such terms as determined by the Sole Member. The Sole Member must give notice of this to the Company in written form.

11.4 Temporary Delegation
Temporary delegation of management authority shall not constitute a transfer of ownership.

11.5 Invalid Transfers
Any attempted transfer in violation of this Article shall be null and void.

23rd of February 2026

IN WITNESS WHEREOF,
Signed By:
DaanBanaan5673
Member of the Board of Directors of HMI Holdings Inc.
On behalf of: HMI Holdings Inc.
___DaanBanaan5673___