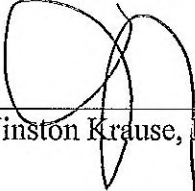


ASSUMED NAME CERTIFICATE OF  
MILLER STRATEGIES, LLC

1. Assumed Name. The assumed name under which the business or professional service is, or is to be, conducted or rendered is Russo Miller & Associates.
2. Entity Information. The legal name of the entity filing the assumed name is Miller Strategies, LLC.
3. Entity Type. The entity filing the assumed name is a limited liability company.
4. File Number. The file number issued to the entity by the Secretary of State is 802642704.
5. Jurisdiction. The state, country, or other jurisdiction of formation of the entity is Texas.
6. Principal Office. The entity's principal office address is 823 Congress Avenue, Suite 1300, Austin, Texas 78701.
7. Duration Period. The period during which the assumed name will be used is ten years from the date of filing with the Secretary of State.
8. Counties. The county or counties are all counties.

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: February 21, 2017

  
\_\_\_\_\_  
J. Winston Krause, Designated Agent



Office of the Secretary of State  
Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697  
(Form 503)

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 802642704 2/21/2017  
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**ASSUMED NAME CERTIFICATE  
FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

**Russo Miller & Associates**

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2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

**Miller Strategies, LLC**

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3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS** and the address of its registered or similar office in that jurisdiction is:  
**823 CONGRESS AVENUE, SUITE 1300, Austin, TX, USA 78701**

4. The period, not to exceed 10 years, during which the assumed name will be used is : **10**  
**year(s)**

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address is:

**823 Congress Avenue, Suite 1300, Austin, TX, USA 78701**

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7. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:

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8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

**ALL COUNTIES**

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9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

**Miller Strategies, LLC**

Name of the entity

By: **J. Winston Krause**

Signature of officer, general partner, manager,  
representative or attorney-in-fact of the entity

FILING OFFICE COPY

REGULATIONS  
OF  
MILLER STRATEGIES, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
(Manager-Managed)

These REGULATIONS (the "*Regulations*") of Miller Strategies, LLC (the "*Company*"), dated as of February 3, 2017, are (a) adopted by the Manager(s) (as defined in Section 5.01) at the Organizational Meeting of Manager(s) or by written consent in lieu thereof and (b) executed and agreed to, for good and valuable consideration, by the Member(s) (as defined in Section 2.01).

ARTICLE 1 – ORGANIZATION

1.01 *Formation.* The Company has been organized as a Texas limited liability company by the filing of Certificate of Formation (the "*Certificate*") under and pursuant to the Texas Business Organizations Code (the "*TBOC*") and the issuance of a certificate of organization for the Company by the Secretary of State of Texas.

1.02 *Name.* The name of the Company is "Miller Strategies, LLC" and all Company business must be conducted in that name or such other names that may be selected by the Managers and that comply with applicable law.

1.03 *Registered Office; Registered Agent; Offices.* The registered office and registered agent of the Company in the State of Texas shall be as specified in the Certificate or as designated by the Managers in the manner provided by applicable law. The offices of the Company shall be at such places as the Managers may designate, which need not be in the State of Texas.

1.04 *Purposes.* The purposes of the Company is to engage in any other business or activity that now or hereafter may be necessary, incidental, proper, advisable, or convenient to accomplish the foregoing purposes (including obtaining financing therefor) and that is not forbidden by the law of the jurisdiction in which the Company engages in that business.

1.05 *Foreign Qualification.* Prior to the Company's conducting business in any jurisdiction other than Texas, the Managers shall cause the Company to comply with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

1.06 *Term.* The Company commenced on the date the Secretary of State of Texas issued a certificate of organization for the Company and shall continue in existence for the period fixed in the Certificate for the duration of the Company, or such earlier time as these Regulations may specify.

ARTICLE 2 – MEMBERSHIP; DISPOSITIONS OF INTERESTS

2.01 *Members, Membership Interests and Percentage Interests.* (a) The members of the Company ("*Members*") are the persons or entities ("*Persons*") executing these Regulations as of the date hereof as Members and each Person that is hereafter admitted to the Company as a Member in accordance with these Regulations. A "*Membership Interest*" constitutes the sum of all rights of a Member in the Company including the following: a Member's interest in the Company's capital through its capital account, interest in profits and losses and all items allocated to capital account by the Member's Percentage Interest and all other rights under these Regulations and the TBOC. The Percentage Interest and each Member's commitment to contribute to the Company's capital of each initial Member is set forth on *Exhibit A*.

(b) Spouses of the Members do not become Members as a result of such marital relationship. Each spouse of a Member has executed a Spouse's Agreement in the form of *Exhibit B*.

2.02 *Dispositions of Membership Interests.* (a) A Member may not make a sale, assignment, transfer, conveyance, gift, exchange, or other disposition (voluntarily, involuntarily, or by operation of law) ("*Disposition*") of all or any portion of its rights or interest in the Company ("*Membership Interest*"), other than a Disposition resulting from the death of such Member, except with the consent of the Managers and a Majority Interest (defined Members holding a majority of Percentage Interests), calculated without reference to the Member desiring to make such Disposition. Each Member's consent may be given or withheld in the Member's sole and absolute discretion, with or without cause, and subject to such conditions as it shall deem appropriate ("*Sole Discretion*"). Any attempted Disposition of all or any portion of a Membership Interest, other than in strict accordance with this Section, shall be null and void *ab initio*.

(b) A Person to whom a Membership Interest is Disposed (including as a result of the death of a Member) may be admitted to the Company as a Member only with the consent of the Managers and all of the other Members. In connection with any Disposition of a Membership Interest or any portion thereof, and any admission of an assignee as a Member, the Member making such Disposition and the assignee shall furnish the Managers with such documents regarding the Disposition as the Managers may request (in form and substance satisfactory to the Managers), including a copy of the Disposition instrument, a ratification by the assignee of these Regulations (if the assignee is to be admitted as a Member) and unless waived by the Managers the following two legal opinions: that the Disposition complies with applicable federal and state securities laws and that the Disposition will not result in the Company's termination under Section 708 of the Internal Revenue Code of 1986 (as amended from time to time, the "*Code*").

2.03 *Encumbrances of Membership Interests.* A Member may not pledge, mortgage, subject to a security interest or lien, or otherwise encumber (voluntarily, involuntarily, or by operation of law) all or any portion of its Membership Interest without the consent of the Managers and a Majority Interest, calculated without reference to the Member desiring to make such encumbrance.

2.04 *Creation of Additional Membership Interests.* Additional Membership Interests may be created and issued to existing Members or to other Persons, and such other Persons may be admitted to the Company as Members, at the direction of the Managers and a Majority Interest, on such terms and conditions, and with such Percentage Interests and capital contribution commitments, as the Managers and such Majority Interest may determine at the time of admission. The Managers may reflect the admission of any new Members or the creation of any new class or group of Member in an amendment to these Regulations that need be executed only by the Managers.

2.05 *Withdrawal; Expulsion.* (a) A Member does not have the right to withdraw from the Company; provided, however, a Member shall have the power to withdraw at any time in violation of this Section 2.05. If a Member exercises such power in violation of this Section, (a) such withdrawing Member shall be liable to the Company and the other Members for all monetary damages suffered by them as a result of such withdrawal; and (b) such withdrawing Member shall not have any rights under Section 101.205 of the TBOC. In no event shall the Company or any Member have the right, through specific performance or otherwise, to prevent a Member from withdrawing in violation of this Section.

(b) A Member may not be expelled from the Company except as provided for by these Regulations.

2.06 *Information.* In addition to the other rights specifically set forth in these Regulations, each Member and each assignee is entitled to all information to which that Member or assignee is entitled to have

access pursuant to Section 101.502 of the TBOC under the circumstances and subject to the conditions therein stated.

2.07 *Liability to Third Parties.* No Member or Manager shall be liable for the debts, obligations, or liabilities of the Company, including under a judgment decree or order of a court.

### ARTICLE 3 – CAPITAL CONTRIBUTIONS

3.01 *Initial Contributions.* Contemporaneously with the execution by such Member of these Regulations, each Member shall make the contributions to the capital of the Company ("*Capital Contributions*") described for that Member in *Exhibit A*.

3.02 *Subsequent Contributions.* Without creating any rights in favor of any third party, each Member shall contribute to the Company, in cash, on or before the date specified as hereinafter described, that Member's Percentage Interest of all moneys that in the judgment of the Managers and a Majority Interest are necessary to enable the Company to cause the assets of the Company to be properly operated and maintained and to discharge its costs, expenses, obligations, and liabilities; provided, however, that a Member is not obligated to contribute a total amount that, when added to all Capital Contributions that Member previously has made pursuant to Section 3.01 or this Section 3.02, exceeds that Member's commitment for Capital Contributions.

3.03 *Failure to Contribute.* (a) If a Member does not contribute, within 10 days of the date required, all or any portion of a Capital Contribution that Member is required to make as provided in these Regulations, the Managers may cause the Company to exercise, on notice to that Member (the "*Delinquent Member*"), one or more of the following remedies:

(i) taking such action (including court proceedings), at the cost and expense of the Delinquent Member, as the Managers may deem appropriate to obtain payment by the Delinquent Member of the portion of the Delinquent Member's Capital Contribution that is in default, together with interest thereon from the date that the Capital Contribution was due until the date that it is made, at a rate per annum equal to the lesser of (A) the maximum rate permitted by applicable law and (B) 2.0% plus the interest rate publicly quoted in the Money Rates Section of the *Wall Street Journal* from time to time as the base rate on corporate loans at large United States money center commercial banks, with adjustments to be made on the same date as any change in that rate;

(ii) exercising the rights of a secured party under the Uniform Commercial Code of the State of Texas, as more fully set forth in Section 3.03(b); or

(iii) exercising any other rights and remedies available at law or in equity.

(b) Each Member grants to the Company, as security for the payment of all Capital Contributions that Member has agreed to make, a security interest in and a general lien on its Membership Interest and the proceeds thereof, all under the Uniform Commercial Code of the State of Texas. On any default in the payment of a Capital Contribution, the Company is entitled to all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Texas with respect to the security interest granted in this Section 3.03(b). Each Member shall execute and deliver to the Company all financing statements and other instruments that the Managers may request to effectuate and carry out the preceding provisions of this Section. At the option of the Managers, these Regulations or a carbon, photographic, or other copy hereof may serve as a financing statement.

3.04 *Return of Contributions.* A Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its capital account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

3.05 *Advances by Members.* If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the consent of the Managers may advance all or part of the needed funds to or on behalf of the Company, at such interest rate and on such other terms as such Member and the Managers may agree. An advance described in this Section 3.05 constitutes a loan from the Member to the Company and is not a Capital Contribution.

#### ARTICLE 4 – DISTRIBUTIONS AND ALLOCATIONS

4.01 *Distributions.* At such time as determined by the Managers, but in no event no less often than annually on or before the thirtieth (30th) day after the end of the fiscal year, Net Cash Flow (as defined in this Section) for each fiscal year (or such shorter period for which the distribution is made) shall be distributed to the Members in proportion to their Percentage Interests. The term "Net Cash Flow" shall mean all cash funds derived by the Company (including interest received on reserves, borrowings, and capital transactions), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses, debt payments, capital improvements, replacements, and establish reasonable reserves for future expenses and costs as determined by the Managers.

4.02 *Allocations.* Except as may be required by Code Section 704(c) and Treasury Regulation Section 1.704-1(b)(2)(iv)(d)(3), all items of income, gain, loss, deduction, and credit of the Company shall be allocated to the Members in their Percentage Interests.

4.03 *Assignees of Members.* If a Member shall have made a Disposition of a portion of its Membership Interest but shall have retained any rights therein, then solely with respect to the Membership Interest (or portion thereof) so disposed, all references to a Member that appear in this Article and Section 8.02(b) below shall be deemed to refer to the assignee of such Membership Interest to the extent of the transfer of an interest in capital or of Percentage Interest.

#### ARTICLE 5 – MANAGEMENT

5.01 *Management by Managers.* (a) Subject to the provisions of Section 5.02, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, Managers of the Company ("*Managers*"). No Member in its capacity as a Member has the right, power, or authority to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditure on behalf of the Company.

(b) In managing the business and affairs of the Company and exercising its powers, the Managers shall act (i) collectively through resolutions adopted at meetings and in written consents pursuant to Sections 5.04 and 5.08; and (ii) through committees and individual Managers to which authorities and duties have been delegated pursuant to Section 5.05. No Manager has the right, power, or authority to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditure on behalf of the Company, except in accordance with the immediately preceding sentence. Decisions or actions taken by the Managers in accordance with these Regulations (including this Section 5.01 and Section 5.02) shall constitute decisions or actions by the Company and shall be binding on each Manager, Member, Officer (as defined in Section 5.09), and employee of the Company.

5.02 *Decisions Requiring Member Consent.* Notwithstanding any power or authority granted the Managers under the TBOC, the Certificate or these Regulations, the Managers may not make any decision or take any action for which the consent of a Majority Interest or other consent of the Members is expressly required by the Certificate or these Regulations, without first such obtaining such consent. Each Member may, with respect to any vote, consent, or approval that it is entitled to grant or withhold such vote, consent, or approval in its Sole Discretion.

5.03 *Selection of Managers.* The number of Managers of the Company shall be the number set forth in the Certificate as the number of initial Managers, unless such number is changed by a Majority Interest. The initial Managers of the Company shall be the Persons named in the Certificate as the initial Managers. Managers need not be Members or residents of the State of Texas. Each Manager (whether an initial or a successor Manager) shall cease to be a Manager upon the earliest to occur of the following events: (a) such Manager shall be removed, with or without cause, by a Majority Interest at a meeting of the Members called for that purpose; (b) such Manager shall resign as a Manager, by giving notice of such resignation to the Members; or (c) such Manager shall die, dissolve (unless its business is continued without the commencement of liquidation or winding up), or become Bankrupt (as defined in Section 8.01(a)). Any vacancy in any Manager position may be filled by a Majority Interest at a meeting of the Members called for that purpose, or by a majority of the remaining Managers, though less than a quorum of the Managers.

5.04 *Meetings of Managers.* Regular meetings of the Managers may be held on such dates and at such times as shall be determined by the Managers, with notice of the establishment of such regular meeting schedule being given to each Manager that was not present at the meeting at which it was adopted. Special meetings of the Managers may be called by any Manager by notice thereof (specifying the place and time of such meeting) that is delivered to each other Manager at least 24 hours prior to such meeting. Neither the business to be transacted at, nor the purpose of, such special meeting need be specified in the notice (or waiver of notice) thereof. Unless otherwise expressly provided in these Regulations, at any meeting of the Managers, a majority of the Managers shall constitute a quorum for the transaction of business, and an act of a majority of the Managers who are present at such a meeting at which a quorum is present shall be the act of the Managers. The provisions of this Section 5.04 shall be inapplicable at any time that there is only one Manager.

5.05 *Committees of Managers; Delegation of Authority to Individual Managers.* The Managers may designate one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee. Any such committee, to the extent provided in the resolution establishing it, shall have and may exercise all of the authority that may be exercised by the Managers. Regular and special meetings of such committee shall be held in the manner designated by the Managers or, if not so designated, by such committee. The Managers may dissolve any committee at any time. In addition, the Managers may delegate to one or more Managers such authority and duties, and assign to them such titles, as the Managers may deem advisable. Any such delegation may be revoked at any time by the Managers.

5.06 *Compensation.* The Managers shall receive such compensation, if any, for their services as may be designated by a Majority Interest. In addition, the Managers shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in the course of their service hereunder.

5.07 *Meetings of Members.* An annual meeting of the Members for the transaction of such business as may properly come before the meeting shall be held on such date and at such time as the Managers shall specify in the notice of the meeting, which shall be delivered to each Member at least 20 days prior to such meeting. Special meetings of the Members may be called by the Managers or by Members having among them at least ten percent of the Percentage Interests of all Members. Any such meeting shall be held on such date and at such time as the Person calling such meeting shall specify in the notice of the

meeting, which shall be delivered to each Member at least ten days prior to such meeting. Only business within the purpose or purposes described in the notice (or waiver thereof) for such meeting may be conducted at such meeting. Unless otherwise expressly provided in these Regulations, at any meeting of the Members, Members holding among them at least a majority of all Percentage Interests (a "*Majority Interest*"), represented either in person or by proxy, shall constitute a quorum for the transaction of business, and an act of a Majority Interest shall be the act of the Members.

5.08 *Provisions Applicable to All Meetings.* In connection with any meeting of the Managers, Members, or any committee of the Managers, the following provisions shall apply:

(a) *Place of Meeting.* Any such meeting shall be held at the principal place of business of the Company, unless the notice of such meeting (or resolution of the Managers or committee, as applicable) specifies a different place, which need not be in the State of Texas.

(b) *Waiver of Notice Through Attendance.* Attendance of a Person at such meeting (including a telephone meeting) shall constitute a waiver of notice of such meeting, except where such Person attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) *Proxies.* A Person may vote at such meeting by a written proxy executed by that Person and delivered to another Manager, Member, or member of the committee, as applicable. A proxy shall be revocable unless it is stated to be irrevocable.

(d) *Action by Written Consent.* Any action required or permitted to be taken at such a meeting may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the Managers, Members, or members of the committee, as applicable, having not fewer than the minimum number of Percentage Interests or votes that would be necessary to take the action at a meeting at which all Members, Managers, or members of the committee, as applicable, entitled to vote on the action were present and voted.

(e) *Meetings by Telephone.* Managers, Members, or members of the committee, as applicable, may participate in and hold such meeting by means of conference telephone, video conference, or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

5.09 *Officers.* (a) The Managers may designate one or more Persons to be Officers of the Company ("*Officers*"). No Officer need be a resident of the State of Texas, a Member, or a Manager. Any Officers so designated shall have such authority and perform such duties as the Managers may delegate to them. The Managers may assign titles to particular Officers. Unless the Managers decide otherwise, if the title is one commonly used for Officers of a business corporation formed under the TBOC, the assignment of such title shall constitute the delegation to such Officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such Officer by the Managers pursuant to the third sentence of this Section 5.09(a). Each Officer shall hold office until such Officer's successor shall be duly designated and shall qualify or until such Officer's death or until such Officer resigns or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person. The salaries or other compensation, if any, of the Officers and agents of the Company shall be fixed by the Managers.

(b) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so

provided in the resignation. Any Officer may be removed as such, either with or without cause, by the Managers whenever in their judgment the best interests of the Company will be served thereby; *provided, however*, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. Designation of an Officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company (other than Manager) may be filled by the Managers.

5.10 *Limitations on Liability of Managers.* The liability of the Managers to the Company and the Members shall be limited to the extent, if any, set forth in the Certificate.

5.11 *Conflicts of Interest.* Subject to the other express provisions of these Regulations, each Member, Manager, Officer, or affiliate thereof may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company or any other Member, Manager, or Officer the right to participate therein. The Company may transact business with any Member, Manager, Officer, or Affiliate thereof, provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

5.12 *Indemnification; Reimbursement of Expenses; Insurance.* To the fullest extent permitted by the TBOC: (a) the Company shall indemnify each Manager who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding ("*Proceeding*"), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that he or she is or was a Manager; (b) the Company shall pay or reimburse a Manager for expenses incurred by him or her (i) in advance of the final disposition of a Proceeding to which such Manager was, is, or is threatened to be made a party, and (ii) in connection with his or her appearance as a witness or other participation in any Proceeding. The Company shall indemnify and advance expenses to an Officer of the Company to the extent required to do so by the TBOC or other applicable law. The Company, by adoption of a resolution of the Managers, may indemnify and advance expenses to an Officer, employee, or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Managers under the preceding sentence. The provisions of this Section 5.12 shall not be exclusive of any other right under any law, provision of the Certificate or these Regulations, agreement, or otherwise. The Company may purchase and maintain insurance to protect itself and any Manager, Officer, employee, or agent of the Company, whether or not the Company would have the power to indemnify such Person under this Section 5.12.

#### ARTICLE 6 – TAXES

6.01 *Tax Returns.* The Company shall prepare and timely file all federal, state, and local tax returns required to be filed by the Company. Each Member shall furnish to the Company all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's tax returns to be timely prepared and filed. The Company shall deliver a copy of each such return to the Members on or before ten days prior to the due date of any such return, together with such additional information as may be required by the Members in order for the Members to file their individual returns reflecting the Company's operations. The Company shall bear the costs of the preparation and filing of its returns.

6.02 *Tax Elections.* The Company shall make the following elections on the appropriate tax returns:

- (a) to adopt the calendar year as the Company's fiscal year;

(b) to adopt the cash or accrual method of accounting and to keep the Company's books and records on the income-tax method as adopted by the Tax Matters Member upon filing the Company tax return;

(c) if a distribution of the Company's property as described in Code Section 734 occurs or upon a transfer of Membership Interests as described in Code Section 743 occurs, on request by notice from any Member, to elect, pursuant to Code Section 754, to adjust the basis of Company's properties;

(d) to elect to amortize the organizational expenses of the Company ratably over a period of 60 months as permitted by Code Section 709(b); and

(e) any other election the Managers may deem appropriate and in the best interests of the Members.

Neither the Company nor any Manager or Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law and no provision of these Regulations (including Section 1.07) shall be construed to sanction or approve such an election.

6.03 *Tax Matters Member.* The Managers who are Members shall designate one Manager that is a Member to be the "tax matters partner" of the Company pursuant to Code Section 6231(a)(7) (the "*Tax Matters Member*"), or, if there is no Manager that is a Member, the Tax Matters Member shall be a Member that is designated as such by a Majority Interest. The Tax Matters Member shall take such action as may be necessary to cause to the extent possible each other Member to become a "notice partner" within the meaning of Code Section 6223. The Tax Matters Member shall inform each other Member of all significant matters that may come to its attention in its capacity as Tax Matters Member by giving notice thereof on or before the fifth business day after becoming aware thereof and, within that time, shall forward to each other Member copies of all significant written communications it may receive in that capacity. The Tax Matters Member shall take no action without the authorization of a Majority Interest, other than such action as may be required by applicable law. Any cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, shall be paid by the Company.

#### ARTICLE 7 – BOOKS, RECORDS AND BANK ACCOUNTS

7.01 *Maintenance of Books.* The Managers shall keep or cause to be kept at the principal office of the Company complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business, and minutes of the proceedings of its Managers, Members, and each committee of the Managers. The books and records shall be maintained with respect to accounting matters in accordance with sound accounting practices, and all books and records shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

7.02 *Reports.* Within seventy-five days after the end of each taxable year, the Managers shall cause to be sent to each Member at the end of the taxable year a complete accounting of the financial affairs of the Company for the taxable year then ended.

7.03 *Accounts.* The Managers with the consent of a Majority Interest shall establish one or more separate bank and investment accounts and arrangements for the Company, which shall be maintained in the Company's name with financial institutions and firms that the Managers with the consent of a Majority

Interest determine. The Managers may not commingle the Company's funds with the funds of any Manager or Member.

ARTICLE 8 -- DISSOLUTION, WINDING UP, AND TERMINATION

8.01 *Dissolution.* (a) Subject to Section 8.01(b), the Company shall dissolve and its affairs shall be wound up on the first to occur of the following events:

- (i) the unanimous consent of the Members; and
- (ii) entry of a decree of judicial dissolution of the Company under Chapter 11 of the TBOC; and

(b) In the event the death, expulsion, withdrawal, dissolution, or Bankruptcy of any Member shall occur, or the occurrence of any other event that terminates the continued membership of any Member in the Company, and there shall be at least one other Member remaining, the Company shall not be dissolved, and the business of the Company shall be continued, if all of the remaining Members (calculated without reference to any Member whose membership was terminated) so agree within 90 days of the occurrence of such event.

(c) As used herein, the term "*Bankrupt*" shall mean, with respect to any Person, that (i) such Person (A) makes a general assignment for the benefit of creditors; (B) files a voluntary bankruptcy petition; (C) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (D) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any applicable law; (E) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (A) through (D) of this clause (i); or (F) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person's or of all or any substantial part of such Person's properties; or (ii) against such Person, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any applicable law has been commenced and 120 days have expired without dismissal thereof or with respect to which, without such Person's consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties has been appointed and 90 days have expired without the appointment's having been vacated or stayed.

8.02 *Winding Up and Termination.* (a) On the occurrence of an event described in Section 8.01(a), unless an election is made to continue the business of the Company pursuant to Section 8.01(b), the Managers shall act as liquidator or may appoint one or more Members as liquidator; provided, however, that (y) no Member with respect to whom an event described in subparagraph (iii) of Section 8.01(a) has occurred shall serve as (or act with any other Person as) a liquidator, either in its capacity as a Member or (if applicable) a Manager, and (z) if application of the foregoing clause (y) results in there being no liquidator, then the liquidator shall be selected by a Majority Interest (calculated without reference to any Member referred to in such clause (y)). The liquidator shall proceed diligently to wind up the affairs of the Company as provided in the TBOC. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Managers. The costs of winding up shall be borne as a Company expense.

(b) Any assets of the Company remaining at the conclusion of the winding up process shall be distributed among the Members in accordance with their Percentage Interests. All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the Company has committed prior to the date of termination. The

distribution of cash and/or property to a Member in accordance with the provisions of this Section 8.02(b) constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Membership Interest and all the Company's property and constitutes a compromise to which all Members have consented.

(c) On completion of such final distribution, the Managers shall file Certificate of Dissolution with the Secretary of State of Texas, cancel any other filings made pursuant to Section 1.05, and take such other actions as may be necessary to terminate the existence of the Company.

8.03 *No Restoration of Deficit Capital Accounts.* No Member shall be required to pay to the Company, to any other Member or to any third party any deficit balance that may exist from time to time in any capital or similar account maintained for such Member for any purpose.

#### ARTICLE 9 – GENERAL PROVISIONS

9.01 *Offset.* Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

9.02 *Notices.* All notices, requests, or consents under these Regulations shall be (a) in writing, (b) delivered to the recipient in person, by courier or mail or by facsimile, telegram, telex, cablegram, or similar transmission, (c) if to a Member, delivered to such Member at the applicable address on *Exhibit A* or such other address as that Member may specify by notice to the other Members, (d) if to the Managers or the Company, delivered to the Managers at the following address: 4903 Whitethorn, Austin, Texas 78746, and (e) effective only upon actual receipt by such Person. Whenever any notice is required to be given by applicable law, the Certificate, or these Regulations, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

9.03 *Entire Agreement; Supersedure.* These Regulations constitute the entire agreement of the Members relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

9.04 *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company.

9.05 *Amendments of Certificate and Regulations.* The Certificate and these Regulations may be amended or restated only with the approval of the Managers and all of the Members; provided, however, that amendments of the type described in Section 2.04 may be adopted as therein provided.

9.06 *Binding Effect.* Subject to the restrictions on Dispositions set forth in these Regulations, these Regulations are binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors, and assigns.

9.07 *Governing Law; Severability.* THESE REGULATIONS ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUDING ITS CONFLICT-OF-LAWS RULES). If any provision of these Regulations or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of these Regulations and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by applicable law.

9.08 *Construction.* Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in these Regulations includes the masculine, feminine, and neuter; (b) the word "including" means "including, without limitation"; (c) references to Articles and Sections refer to Articles and Sections of these Regulations; and (d) references to Exhibits are to the Exhibits attached to these Regulations, each of which is made a part hereof for all purposes.

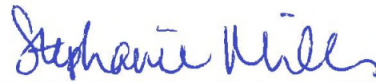
9.09 *Further Assurances.* In connection with these Regulations and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of these Regulations and those transactions.

9.10 *Counterparts.* These Regulations may be executed in any number of counterparts, all of which shall constitute the same instrument.

IN WITNESS WHEREOF, following adoption of these Regulations by the Managers, the Members have executed these Regulations as of the date first set forth above.

MEMBERS:

  
\_\_\_\_\_  
Jeff Miller

  
\_\_\_\_\_  
Stephanie Miller

**EXHIBIT A – INITIAL MEMBERS**

**Jeff Miller**  
823 Congress Avenue, Suite 1300  
Austin, Texas 78701

**Initial Capital Contribution:** \$1,412.50  
**Percentage Interest:** 50%

**Stephanie Miller**  
823 Congress Avenue, suite 1300  
Austin, Texas 78701

**Initial Capital Contribution:** \$1,412.50  
**Percentage Interest:** 50%

**WRITTEN CONSENT OF MANAGER  
IN LIEU OF AN ORGANIZATIONAL MEETING OF MANAGER  
OF  
MILLER STRATEGIES, LLC**

The undersigned Manager, constituting the sole initial Manager of Miller Strategies, LLC (the "Company") as set forth in the Company's Certificate of Formation does hereby consent and agree, pursuant to Section 101.359 of the Texas Business Organizations Code, to the adoption of the following resolutions and to the actions authorized therein without a meeting of the Managers, but with the same force and effect as if such a meeting of the Managers had been duly called and held.

1. Acceptance of Certificate of Formation.

Whereas, the Company's Certificate of Formation was filed in the office of the Secretary of State of the State of Texas on February 3, 2017 in connection with a Certificate of Filing to the Company for its Certificate of Formation on that date; now, therefore, be it:

RESOLVED, that the Certificate of Formation of Miller Strategies, LLC is accepted and approved in all respects.

2. Adoption of Regulations.

Whereas, a proposed form of regulations for the regulation and management of the affairs of the Company was prepared by Krause & Associates, LP as counsel to the Company; now, therefore, be it:

RESOLVED, that the form of Regulations submitted and reviewed at this meeting are adopted as the Regulations of this Company.

3. Managers and Officers.

Whereas, it being necessary to elect Managers and officers of the Company; now, therefore, be it:

RESOLVED, that the following person was duly nominated and elected as Manager of the Company:

Jeff Miller

and be it

RESOLVED FURTHER, that the following persons were duly nominated and elected to the office preceding their name:

President	Jeff Miller
Vice-President	Jeff Miller
Secretary	Jeff Miller
Treasurer	Jeff Miller

4. Membership Interest Certificates.

Whereas, it was proposed that membership interest certificates not be used to evidence membership interests; now, therefore, be it:

RESOLVED, that the appropriate officers shall acquire membership interest certificates only in the event that in the future the Managers so direct.

5. Limited Liability Company Record Book.

Whereas, a record book of the Company being necessary for containing a copy of the Certificate of Formation, the Regulations approved at this meeting, the membership interest certificate stubs, if any, and the membership interest transfer ledger; now, therefore, be it:

RESOLVED, that (1) the Company record book presented to this meeting by the Secretary is approved and adopted, and the action of the Secretary in inserting in it the Certificate of Formation and the Regulations, is ratified and approved, and (2) the Secretary is instructed to authenticate the Company record book, to retain custody of it, and to insert in it the minutes of this meeting and of other proceedings of the Members and of the Managers, and any committee established by the Members or the Managers; a current list of the name and mailing address of each member and the amount of the cash contribution and a description and statement of the agreed value of any other contribution made by each member, and the amount of the cash contribution and a description and statement of the agreed value of any other contributions that the member has agreed to make in the future as an additional contribution; any records pertaining to the issuance and transfer of membership interest in the membership interest certificate stubs and membership interest transfer book respectively; and copies of federal, state, and local information or income tax returns for each of the Company's six most recent tax years.

6. Membership Interest Issued.

Whereas, an offer to purchase one hundred percent (100%) of the membership interest of the Company had been received; now, therefore, be it:

RESOLVED, that one hundred percent (100%) of the membership interests are issued to the following in the percentages set out below with the capital contribution stated next thereto:

<u>Member</u>	<u>Membership Interest</u>	<u>Membership Capital Contribution</u>
Jeff Miller	50%	\$1,412.50
Stephanie Miller	50%	\$1,412.50

and be it

7. Organizational Expenses.

RESOLVED, that the Treasurer of the Company be and hereby is authorized to pay all charges and expenses incident to or arising out of the organization of the Company and to reimburse any person who has made any disbursement therefor.

8. Bank Account.

Whereas, it being desirable to maintain a depository for the funds of the Company; now, therefore, be it:

RESOLVED, that the Treasurer be and hereby is authorized to open a bank account in behalf of the Company with any banks the President deems appropriate.

9. Office.

RESOLVED, that an office of the Company be established and maintained at 823 Congress Avenue, Suite 1300, Austin, Texas 78701, and that meetings of the Members and of the Managers from time to time may be held either at the principal office or at such other place as the Managers shall from time to time order.

10. Licenses, Permits.

RESOLVED, that the officers of the Company are directed to obtain in the Company's name all licenses and tax permits as may be required for the conduct of the business of the Company by any federal, state, county, or municipal governmental statute, ordinance, or regulations, and to do all things necessary or convenient to qualify the Company to transact its business in compliance with the laws and regulations of any appropriate federal, state, or municipal governmental authority.

11. Assumed Name.

RESOLVED, that the Company shall adopt the trade name "Russo Miller & Associates" and the appropriate offices or authorized persons shall prepare and file assumed name certificates or other such instruments with the Secretary of State of the State of Texas and other such offices in the counties where the Company does business in this state; and

RESOLVED FURTHER, that J. Winston Krause is authorized, empowered and directed to prepare and execute on the Company's behalf the assumed name certificate or other instruments and file the same and to undertake all other acts necessary or incidental to carrying out this resolution in the name and for the benefit of the Company.

12. Fiscal Year.

RESOLVED, that the fiscal year of the Company shall be the year ending December 31.

13. Ratification.

RESOLVED, that the signing of this consent shall constitute full consent, confirmation, ratification, adoption and approval of the actions hereby taken and the resolutions herein adopted by the signatories hereto.

IN WITNESS WHEREOF, the undersigned Manager executes this Written Consent either in multiple counterparts or by facsimile transmission to be Effective as of the date first set forth above.

Signatures of the Initial Manager:

  
\_\_\_\_\_  
Jeff Miller

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Rolando B. Pablos  
Secretary of State

## Office of the Secretary of State

February 06, 2017

Krause & Associates LP  
504 West 13th Street  
Austin, TX 78701 USA

RE: Miller Strategies, LLC  
File Number: 802642704

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It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555

Enclosure

*Come visit us on the internet at <http://www.sos.state.tx.us/>*

Phone: (512) 463-5555  
Prepared by: Melissa Kerr

Fax: (512) 463-5709  
TID: 10285

Dial: 7-1-1 for Relay Services  
Document: 713125610002



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Miller Strategies, LLC  
File Number: 802642704

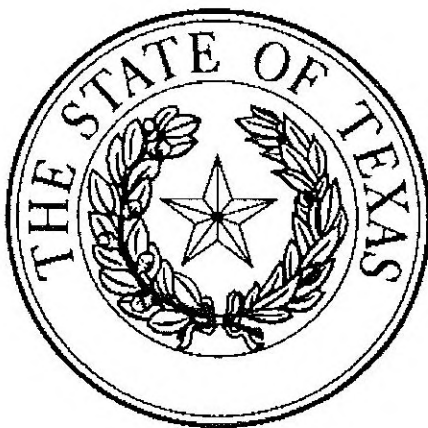
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/03/2017

Effective: 02/03/2017




A handwritten signature in black ink, appearing to read "R. Pablos", with a stylized flourish at the end.

Rolando B. Pablos  
Secretary of State

*Come visit us on the internet at <http://www.sos.state.tx.us/>*

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
June 14, 2024	Jeffrey Miller	
_____	_____	_____
_____	_____	_____
_____	_____	_____