

CONSENT
OF
THE SOLE MANAGING MEMBER
OF
ACC CLAIMS HOLDINGS, LLC
As of March 3, 2020

ACC Claims Managing Member, LLC, as the sole managing member (the “Managing Member”) of ACC Claims Holdings, LLC (the “Company”), does hereby consent to the following resolutions pursuant to Section 18-302 of the Limited Liability Company Act of the State of Delaware:

WHEREAS, pursuant to Section 10.01(a)(iii) of the Third Amended and Restated Operating Agreement of the Company, dated as of May 19, 2016 (as amended and in effect from time to time, the “Operating Agreement”), the Company is to dissolve on March 3, 2019 unless otherwise determined by the Managing Member in good faith consistent with Section 2.05 of the Operating Agreement;

WHEREAS, pursuant to Section 2.05 of the Operating Agreement: (i) the purpose of the Company is to, directly or indirectly, (a) make the Offer to Exchange (as defined in the Operating Agreement), (b) hold, dispose of and facilitate the liquidation of all of the Claims (as defined in the Operating Agreement), whether by sale, transfer or other disposition of the Company or the Claims held thereby, or by merger, consolidation or other reorganization of or involving the Company, or by dissolution of the Company, or otherwise, (c) receive dividends, interest or other passive income and gains in connection therewith, and (d) take any action that is necessary, advisable or appropriate in connection with the foregoing; (ii) the Company exists solely to dispose of or liquidate all of the Claims in a reasonably prompt and orderly fashion in order to seek to maximize the value of the Claims, and does not conduct a trade or business or engage in any transactions other than transactions merely incidental to such liquidation, whether by sale, transfer or other disposition of the Company or the Claims held thereby, or by merger, consolidation or other reorganization of or involving the Company, or by dissolution of the Company, or otherwise; and (iii) following the Offer to Exchange, the Company has not acquired, and may not acquire, investments or other assets except for temporary investments in cash, money market instruments, U.S. government securities, and other investment grade short-term investments pending the distribution of proceeds to the Holders (as defined in the Operating Agreement);

WHEREAS, since March 3, 2016, the Company has operated in a manner consistent with Section 2.05 of the Operating Agreement;

WHEREAS, in light of the illiquidity of the Claims and broader market conditions, as of March 3, 2019, all of the Claims had not been liquidated and, on March 3, 2019, by written consent, the Managing Member determined in good faith consistent with Section 2.05 of the Operating Agreement to continue the existence of, and to not dissolve, the Company until

March 3, 2020 so as to allow more time to liquidate all of the Claims as contemplated by Section 2.05 of the Operating Agreement;

WHEREAS, in light of the continued illiquidity of the Claims and broader market conditions, as of the date hereof, all of the Claims have not been liquidated; and

WHEREAS, the Managing Member has determined in good faith consistent with Section 2.05 of the Operating Agreement to continue the existence of, and to not dissolve, the Company until March 3, 2021 so as to allow more time to liquidate all of the Claims as contemplated by Section 2.05 of the Operating Agreement;

NOW, THEREFORE, BE IT RESOLVED, that, in light of the illiquidity of the Claims and broader market conditions, the Managing Member has determined in good faith consistent with Section 2.05 of the Operating Agreement to continue the existence of, and to not dissolve, the Company until March 3, 2021 so as to allow more time to liquidate all of the Claims as contemplated by Section 2.05 of the Operating Agreement; and be it further

RESOLVED, the Company shall continue to exist and not be dissolve until March 3, 2021, and that the Company shall continue to seek to liquidate all of the Claims as contemplated by Section 2.05 of the Operating Agreement; and be it further

General Authorizations

RESOLVED, that any officer of the Managing Member (each an "Authorized Officer" and, together, the "Authorized Officers"), be, and each of them hereby is, authorized and directed to execute and deliver, in the name and on behalf of the Company, any agreements, documents, instruments or certificates as may be necessary, beneficial or otherwise required to carry out the foregoing Resolutions, the execution thereof by such officer to be conclusive evidence of such approval and to take or cause to be taken all such further actions as any such Authorized Officer deems necessary or advisable to consummate the transactions contemplated thereby; and be it further

RESOLVED, that, in addition to and not in limitation of the foregoing, the Authorized Officers be, and each of them hereby is, authorized, empowered, and directed to make, execute, acknowledge, deliver, file, record and publish in the name and on behalf of the Company, as applicable, any and all orders, directions, requests, undertakings, receipts, certificates or other instruments, papers and documents, and to perform any and all such acts and things as may be required or appropriate to carry out the terms, provisions and intent of each of the foregoing Resolutions and the transactions contemplated hereby, the execution, delivery or performance thereof, or the taking of any such action to be conclusive evidence of such approval and authority; and be it further

RESOLVED, that all actions heretofore taken by any Authorized Officer in connection with the foregoing Resolutions be, and they hereby are, approved, ratified and confirmed in all respects; and be it further

RESOLVED, that the omission from these Resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing

Resolutions or any action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing Resolutions shall in no manner derogate from the authority of any Authorized Officer to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and the purposes of, the foregoing Resolutions.

IN WITNESS WHEREOF, the undersigned, as the Managing Member, hereby approves, adopts and consents to the foregoing recitals and resolutions and executes this consent, effective as of the date first written above.

MANAGING MEMBER:

ACC CLAIMS MANAGING MEMBER, LLC

By: 

Name: Craig R. Chobor
Title: President