

JOINT WRITTEN CONSENT
OF
THE BOARD OF MANAGERS
OF
ACC CLAIMS MANAGING MEMBER, LLC
AND
THE SOLE MANAGING MEMBER
OF
ACC CLAIMS HOLDINGS, LLC

October 1, 2026

The undersigned sole member of the Board of Managers (the “Board”) of ACC Claims Managing Member, LLC (“ACCM”), and ACCMM, as the sole managing member (the “Managing Member”) of ACC Claims Holdings, LLC (“ACCH” and, together with ACCMM, the “Companies”), do hereby jointly consent to the following resolutions pursuant to Section 18-302 of the Limited Liability Company Act of the State of Delaware:

WHEREAS, the Board has determined that it is advisable and in the best interests of ACCMM to dissolve and winddown pursuant to Section 10.01(a)(i) of the Amended and Restated Operating Agreement of ACCMM, dated as of March 3, 2016 (the “ACCM LLCA”), and, in furtherance thereof, to authorize, ratify and consent to, and to consummate the transactions contemplated by, a Plan of Dissolution and Certificate of Cancellation (the “ACCM Certificate of Cancellation”) substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively (collectively, the “ACCM Dissolution Documentation”); and

WHEREAS, the Managing Member has determined that it is advisable and in the best interests of ACCH to dissolve and winddown ACCH pursuant to Section 10.01(a)(i) of the Third Amended and Restated Operating Agreement of the Company, dated as of May 19, 2026 (the “ACCH LLCA”), and, in furtherance thereof, to authorize, ratify and consent to, and to consummate the transactions contemplated by, a Plan of Dissolution and Certificate of Cancellation (together with the ACCH Certificate of Cancellation, the “Certificates of Cancellation”) substantially in the forms attached hereto as Exhibit C and Exhibit D, respectively (“ACCH Dissolution Documentation” and, together with the ACCMM Dissolution Documentation, the “Dissolution Documentation”);

NOW, THEREFORE, BE IT RESOLVED, the Board has determined that it is advisable and in the best interests of ACCMM to dissolve and winddown ACCMM pursuant to Section 10.01(a)(i) of the ACCM LLCA and, as such, the Board hereby authorizes, ratifies and consents to such dissolution and winding down as provided in the ACCMM Dissolution Documentation; and be it further

RESOLVED, the Managing Member has determined that it is advisable and in the best interests of ACCH to dissolve and winddown ACCH pursuant to Section 10.01(a)(i) of the

ACCH LLCA and, as such, the Managing Member hereby authorizes, ratifies and consents to such dissolution and winding down as provided in the ACCH Dissolution Documentation; and be it further

RESOLVED, that the Dissolution Documentation, be, and hereby is, ratified, authorized, adopted and approved in all respects and any Authorized Officer (as hereinafter defined) or his or her designee be, and each of them hereby is, authorized for, on behalf and in the name of the Companies (as applicable) to execute, assent to, accept and deliver the Dissolution Documentation, including, without limitation, any exhibits, appendices and schedules thereto, and with such changes or additions thereto as any such Authorized Officer or designee may approve, the execution by any such Authorized Officer or designee of any document or any action taken in connection with the foregoing to establish conclusively such Authorized Officer's or designee's authority therefor from the Companies (as applicable) and the approval and ratification by the Companies (as applicable) of the documents so executed and the actions so taken; and be it further; and be it further

RESOLVED, that, following execution of the Certificates of Cancellation, any Authorized Officer or his or her designee is hereby authorized and directed to, for and on behalf of the Companies (as applicable), file the Certificates of Cancellation with the Secretary of State of the State of Delaware; and be it further

General Authorizations

RESOLVED, that any officer of the Companies (as applicable) (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 Companies (as applicable), any other agreements, documents, instruments or certificates as may be necessary, beneficial or otherwise required to consummate the actions contemplated by the Dissolution Documentation, 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 Companies (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

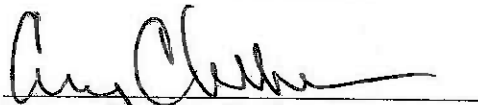
RESOLVED, that all actions heretofore taken by any Authorized Officer in connection with the foregoing resolutions or the Dissolution Documentation be, and they hereby are, approved, ratified and confirmed in all respects; and be it further

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.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, as the Board and the Managing Member, hereby approve, adopt and consent to the foregoing recitals and resolutions and execute this consent, effective as of the date first written above.

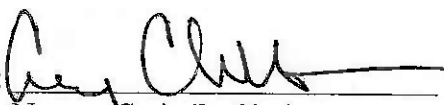
BOARD OF MANAGERS:



Name: Craig R. Chobor

MANAGING MEMBER:

ACC CLAIMS MANAGING MEMBER, LLC

By: 

Name: Craig R. Chobor

Title: President

[Joint Written Consent of Board of Managers of ACC Claims Managing Member, LLC
and the Sole Managing Member of ACC Claims Holdings, LLC]

EXHIBIT A

Plan of Dissolution of ACC Claims Managing Member, LLC

[see attached]

**PLAN OF DISSOLUTION, LIQUIDATION AND TERMINATION
OF
ACC CLAIMS MANAGING MEMBER, LLC**

**PURSUANT TO SECTIONS 18-801, 18-803 AND 18-804 OF THE LIMITED LIABILITY
COMPANY ACT OF THE STATE OF DELAWARE**

October 1, 2026

ACC Claims Managing Member, LLC, a Delaware limited liability company (the “Company”), shall, subject to the terms herein, proceed to a complete liquidation of the Company according to the procedures set forth in this Plan of Dissolution, Liquidation and Termination (the “Plan”). The Company shall voluntarily dissolve and completely liquidate in accordance with the requirements of the Limited Liability Company Act of the State of Delaware (the “LLC Act”) and the Internal Revenue Code of 1986, as amended, as follows:

1. Certificate of Cancellation. Upon the dissolution and completion of the winding up of the Company, the Company shall file with the Secretary of State of the State of Delaware a certificate of cancellation (the “Certificate of Cancellation”) in accordance with the LLC Act (the time of such filing, or such later time as stated therein, the “Effective Time”). Parties admitted as members in accordance with the terms enumerated in the Amended and Restated Operating Agreement (the “Members”) shall be promptly notified of such dissolution.

2. Liquidation and Distribution of Assets. After the Effective Time, 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 members in accordance with this Plan, including retaining such employees, consultants and advisors as necessary or desirable to effectuate the winding up and dissolution of the Company.

3. Provisions for Liabilities. From and after the Effective Time, the Company shall pay or discharge or set aside funds reasonably likely to be sufficient to pay for, or otherwise provide for the payment or discharge of, any liabilities and obligations, specifically (i) all known claims and obligations, including all contingent, conditional or unmatured contractual claims; (ii) 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) claims that have not been made known to the Company or that have not arisen but that, based on facts known to the Company, are likely to arise or to become known to the Company within 10 years after the date of dissolution. All such claims shall be paid in full and any provision for payment made shall be made in full. If insufficient assets are available for claims or obligations, such claims or obligations shall be paid or provided for according to their priority and, among claims of equal priority, ratably to the extent of assets legally available therefor.

4. Distributions to Members. As soon as practicable after the Effective Time, and after satisfaction of the liabilities and setting aside funds in an estimated amount necessary to pay or provide for the payment of liabilities and obligations, each as contemplated in Section 3 hereof, the Board of Managers (as defined in the LLC Agreement (as hereinafter defined)) shall cause the Company to liquidate and distribute all of the remaining assets of the Company minus,

if and to the extent deemed necessary, appropriate or desirable by the Board of Managers, in their absolute discretion, a reasonable amount of cash and/or property as necessary to satisfy claims, including any tax obligations, all expenses related to the sale of the Company's property and assets, all expenses related to the collection and defense of the Company's property and assets, and all expenses related to the liquidation and dissolution provided for in this Plan, in the following order of priority: (a) to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company (whether by payment or by establishment of reserves); and (b) to the Members, pro rata in accordance with the distribution provisions of Article V of the Amended and Restated LLC Agreement (the "LLC Agreement"), dated as of March 3, 2016, as amended, each as in effect at the Effective Time, in exchange for the complete cancellation of all of the outstanding interests of the Company.

5. Return of Member's Capital Contribution. A Member shall look solely to the Company's assets for the return of such Member's Capital Contribution. If the assets remaining after payment or discharge of all debts and liabilities of the Company are insufficient to return such Member's Capital Contribution, the Member shall have no recourse against any other Member. No Member shall have any obligation to restore a negative balance in its Capital Account, either upon liquidation of the Company or at any other time.

6. Liability on Termination. Upon the provision of distributions as contemplated in Section 4 hereof, the LLC Agreement shall terminate. Upon termination of the LLC Agreement, no party shall have any liability or obligation to any other party thereunder, provided that (a) the termination of the LLC Agreement shall not relieve a party from liability for any breach of the LLC Agreement on or prior to the date of termination, and (b) Article IX of the LLC Agreement shall survive termination of the LLC Agreement in accordance with its terms.

7. Accounting on Liquidation. Upon liquidation, a proper accounting shall be made by the Company's accountants of the Company's assets, liabilities and results of operations through the last day of the month in which the Company is terminated.

8. Termination of Business Operations. From and after the Effective Time, the Company shall not conduct business except as shall be necessary in connection with the effectuation of its liquidation and dissolution or pursuant to the terms of the Plan.

9. Expenses. The expenses of carrying out the terms of this Plan shall be borne by the Company, whether or not the liquidation contemplated by this Plan is effected.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Plan as of the date first written above.

ACC CLAIMS MANAGING MEMBER, LLC

By: _____

Name: Craig R. Chobor

Title: President

EXHIBIT B

Certificate of Cancellation of ACC Claims Managing Member, LLC

[see attached]

CERTIFICATE OF CANCELLATION

OF

ACC CLAIMS MANAGING MEMBER, LLC

**UNDER SECTION 18-203(a) OF THE LIMITED LIABILITY COMPANY ACT OF THE
STATE OF DELAWARE**

ACC Claims Managing Member, LLC, a limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware (the “Company”), DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the Company is “ACC Claims Managing Member, LLC”.
2. The date of filing of the Company’s original certificate of formation with the Secretary of State of the State of Delaware was December 2, 2015 under the name ACC Claims Managing Member, LLC. This Certificate of Cancellation shall become effective at 11:59 p.m. (Eastern) on October 1, 2026.

IN WITNESS WHEREOF, the Company has caused this Certificate of Cancellation to be executed this 1st day of October, 2026.

ACC CLAIMS MANAGING MEMBER, LLC

By: _____
Name: Craig R. Chobor
Title: President

EXHIBIT C

Plan of Dissolution of ACC Claims Holdings, LLC

[see attached]

**PLAN OF DISSOLUTION, LIQUIDATION AND TERMINATION
OF
ACC CLAIMS HOLDING, LLC**

**PURSUANT TO SECTIONS 18-801, 18-803 AND 18-804 OF THE LIMITED LIABILITY
COMPANY ACT OF THE STATE OF DELAWARE**

October 1, 2026

ACC Claims Holding, LLC, a Delaware limited liability company (the “Company”), shall, subject to the terms herein, proceed to a complete liquidation of the Company according to the procedures set forth in this Plan of Dissolution, Liquidation and Termination (the “Plan”). The Company shall voluntarily dissolve and completely liquidate in accordance with the requirements of the Limited Liability Company Act of the State of Delaware (the “LLC Act”) and the Internal Revenue Code of 1986, as amended, as follows:

1. Certificate of Cancellation. Upon the dissolution and completion of the winding up of the Company, the Company shall file with the Secretary of State of the State of Delaware a certificate of cancellation (the “Certificate of Cancellation”) in accordance with the LLC Act (the time of such filing, or such later time as stated therein, the “Effective Time”). Parties admitted as members in accordance with the terms enumerated in the Third Amended and Restated Operating Agreement (the “Members”) shall be promptly notified of such dissolution.

2. Liquidation and Distribution of Assets. After the Effective Time, 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 members in accordance with this Plan, including retaining such employees, consultants and advisors as necessary or desirable to effectuate the winding up and dissolution of the Company.

3. Provisions for Liabilities. From and after the Effective Time, the Company shall pay or discharge or set aside funds reasonably likely to be sufficient to pay for, or otherwise provide for the payment or discharge of, any liabilities and obligations, specifically (i) all known claims and obligations, including all contingent, conditional or unmatured contractual claims; (ii) 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) claims that have not been made known to the Company or that have not arisen but that, based on facts known to the Company, are likely to arise or to become known to the Company within 10 years after the date of dissolution. All such claims shall be paid in full and any provision for payment made shall be made in full. If insufficient assets are available for claims or obligations, such claims or obligations shall be paid or provided for according to their priority and, among claims of equal priority, ratably to the extent of assets legally available therefor.

4. Distributions to Members. As soon as practicable after the Effective Time, and after satisfaction of the liabilities and setting aside funds in an estimated amount necessary to pay or provide for the payment of liabilities and obligations, each as contemplated in Section 3 hereof, the Company shall liquidate and distribute all of the remaining assets of the Company minus, if and to the extent deemed necessary, appropriate or desirable by the Managing Member

(as defined in the LLC Agreement (as hereinafter defined) or its designee(s), in its absolute discretion, a reasonable amount of cash and/or property as necessary to satisfy claims, including any tax obligations, all expenses related to the sale of the Company's property and assets, all expenses related to the collection and defense of the Company's property and assets, and all expenses related to the liquidation and dissolution provided for in this Plan, in the following order of priority: (a) to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company (whether by payment or by establishment of reserves); and (b) to the Members, pro rata in accordance with the distribution provisions of Article V of the Third Amended and Restated LLC Agreement, (the "LLC Agreement") dated as of May 19, 2016, as amended, each as in effect at the Effective Time, in exchange for the complete cancellation of all of the outstanding interests of the Company.

5. Return of Member's Capital Contribution. A Member shall look solely to the Company's assets for the return of such Member's Capital Contribution. If the assets remaining after payment or discharge of all debts and liabilities of the Company are insufficient to return such Member's Capital Contribution, the Member shall have no recourse against any other Member. No Member shall have any obligation to restore a negative balance in its Capital Account, either upon liquidation of the Company or at any other time.

6. Liability on Termination. Upon the provision of distributions as contemplated in Section 4 hereof, the LLC Agreement shall terminate. Upon termination of the LLC Agreement, no party shall have any liability or obligation to any other party thereunder, provided that (a) the termination of the LLC Agreement shall not relieve a party from liability for any breach of the LLC Agreement on or prior to the date of termination, and (b) Article IX of the LLC Agreement shall survive termination of the LLC Agreement in accordance with its terms.

7. Accounting on Liquidation. Upon liquidation, a proper accounting shall be made by the Company's accountants of the Company's assets, liabilities and results of operations through the last day of the month in which the Company is terminated.

8. Termination of Business Operations. From and after the Effective Time, the Company shall not conduct business except as shall be necessary in connection with the effectuation of its liquidation and dissolution or pursuant to the terms of the Plan.

9. Expenses. The expenses of carrying out the terms of this Plan shall be borne by the Company, whether or not the liquidation contemplated by this Plan is effected.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Plan as of the date first written above.

ACC CLAIMS HOLDINGS, LLC

By: _____

Name: Craig R. Chobor

Title: President

EXHIBIT D

Certificate of Cancellation of ACC Claims Holdings, LLC

[see attached]

CERTIFICATE OF CANCELLATION

OF

ACC CLAIMS HOLDINGS, LLC

**UNDER SECTION 18-203(a) OF THE LIMITED LIABILITY COMPANY ACT OF THE
STATE OF DELAWARE**

ACC Claims Holding, LLC, a limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware (the “Company”), DOES HEREBY CERTIFY AS FOLLOWS:

1. The name of the Company is “ACC Claims Holdings, LLC”.
2. The date of filing of the Company’s original certificate of formation with the Secretary of State of the State of Delaware was November 18, 2015 under the name ACC Claims Holdings, LLC. This Certificate of Cancellation shall become effective at 11:59 p.m. (Eastern) on October 1, 2026.

IN WITNESS WHEREOF, the Company has caused this Certificate of Cancellation to be executed this 1st day of October, 2026.

ACC CLAIMS HOLINGS, LLC

By: _____
Name: Craig R. Chobor
Title: President