

**ACC Claims Holdings, LLC**  
**TRANSFeree ELIGIBILITY LETTER**

To: ACC Claims Holdings, LLC  
410 Park Avenue  
New York, NY 10022  
[accclaimsholdings@soluslp.com](mailto:accclaimsholdings@soluslp.com)

Ladies and Gentlemen:

The [\_\_\_\_\_], transferee party, hereby represents and warrants to ACC Claims Holdings, LLC (the “**Company**”) that it is (as indicated with a checkmark):

- ☐ A qualified purchaser (“**Qualified Purchaser**”) as defined in Section 2(a)(51)(A) of the Investment Company Act, **AND**
- ☐ Any one or more of (**Must check all that apply**):
  - ☐ qualified institutional buyer (“**QIB**”) within the meaning of Rule 144A under the Securities Act,
  - ☐ accredited investor (“**Accredited Investor**”) meeting the requirements of Rule 501(a)(1), (2), (3) or (7) under Regulation D of the Securities Act, or
  - ☐ non-U.S. person in offshore transactions in reliance on Regulation S of the Securities Act, **AND**
- ☐ Not a Benefit Plan Investor.

The transferee party hereby further represents and warrants to ACC Claims Holdings, LLC that:

(a) The transfer of [\_\_\_\_\_] (the “**Interests**”): (i) would not violate the Securities Act or any state (or other jurisdiction) securities or “Blue Sky” laws applicable to the Company or the Interests; (ii) would not cause the Company to become subject to the registration requirements of the Investment Company Act or the Securities Act; (iii) would not be a “prohibited transaction” under ERISA or the Code or cause all or any portion of the assets of the Company to constitute “plan assets” under ERISA or §4975 of the Code; and (iv) would not cause the Company to become a “publicly-traded partnership,” as such term is defined in § 7704 of the Code.

(b) It (i) understands that it is acquiring the Interests of the [\_\_\_\_\_] Transferor, subject to the terms and conditions of the Third Amended and Restated Operating Agreement of ACC Claims Holdings, LLC (the “**Operating Agreement**”) and (ii) acknowledges and agrees that Interests acquired by the undersigned, and any other equity interests that may be acquired by the undersigned in the future, shall be bound by and subject to the

terms of the Operating Agreement, and (iii) hereby adopts, and agrees to be bound by terms of, the Operating Agreement as a “Member” for all purposes thereunder, with the same force and effect as if the undersigned were originally a party thereto. Any notice required or permitted to be given under the Operating Agreement shall be given to it at the address listed below.

(c) It understands and acknowledges that the Interests have not been and will not be registered under the Securities Act or qualified under state securities (or “blue sky”) laws or the securities laws of any other jurisdiction; and may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act and any other applicable securities law or pursuant to an exemption therefrom and, in each case, in compliance with the conditions for transfer set forth in the Operating Agreement.

(d) It (i) is a DTC participant or (ii) has designated a DTC participant to receive the Interests on its behalf.

(e) Neither the Company nor any person representing the Company has made any representations to it with respect to the Company or the Interests.

(f) The Company and others may and will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and that if any acknowledgment, representation or agreement deemed to have been made is no longer accurate, the undersigned shall promptly notify the Company.

Notwithstanding the place where this letter may be executed by any of the parties hereto, the parties expressly agree that all of the terms and provisions hereof shall be governed by and construed under the laws of the State of Delaware, United States applicable to contracts made and to be entirely performed in such state.

To the fullest extent permitted by law, in the event of any claim, demand action, suit or proceeding (a “Proceeding”) arising out of the terms and conditions of this Transfer Request Form, the parties hereto irrevocably (i) consent and submit to the exclusive jurisdiction of the State of Delaware or the U.S. District Court for the District of Delaware, (ii) waive any defense based on doctrines of venue or forum non conveniens, or similar rules or doctrines, and (iii) agree that all claims in respect of such a Proceeding must be heard and determined exclusively in the State of Delaware or the U.S. District Court for the District of Delaware. Process in any such Proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

The transferee party hereby agrees to indemnify and hold harmless the Company against any Proceedings or claims for costs or expenses arising out of, or in connection with, its breach of any of the foregoing representations, warranties, covenants and agreements.

Capitalized terms used herein but not defined shall have the definitions ascribed to such terms in the Operating Agreement.

[Note: \* denotes required fields]

By (Signature)\*: \_\_\_\_\_

Name and Title\*: \_\_\_\_\_

Institution\*: \_\_\_\_\_

Address\*: \_\_\_\_\_

City/State/Zip Code\*: \_\_\_\_\_

E-Mail Address\*: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_