IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re **PATRIOT NATIONAL, INC., *et al.*,**[1] **Debtors.**	Chapter 11 Case No. 18-10189 ([___]) (Joint Administration Requested)

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTORS AND DEBTORS-IN-POSSESSION TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING USE OF CASH COLLATERAL, (III) GRANTING LIENS AND SUPER-PRIORITY CLAIMS, (IV) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED LENDERS, (V) MODIFYING THE AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

Patriot National, Inc. ("PNI") and its debtor affiliates, as debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors" or "Patriot") hereby move (the "Motion") and request, pursuant to sections 105(a), 361, 362, 363, 364, 503(b) and 507(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), that the Court enter the proposed interim order substantially in the form annexed hereto as **Exhibit 1** (the "Interim Order") and a final order (the

1. The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification number, are: Patriot National, Inc. (1376); Patriot Services, LLC (1695); TriGen Insurance Solutions, Inc. (2501); Patriot Captive Management, LLC (2341); Patriot Underwriters, Inc. (0045); TriGen Hospitality Group, Inc. (6557); Patriot Risk Consultants, LLC (0844); Patriot Audit Services, LLC (5793); Patriot Claim Services, Inc. (9147); Patriot Risk Services, Inc. (7189); Corporate Claims Management, Inc. (6760); CWIBenefits, Inc. (0204); Forza Lien, LLC (7153); Contego Investigative Services, Inc. (0330); Contego Services Group, LLC (0012); Patriot Care Management, LLC (2808); Radar Post-Closing Holding Company, Inc. (2049); Patriot Technology Solutions, LLC (6855); and Decision UR, LLC (1826). The Debtors' headquarters are located at 401 East Las Olas Boulevard, Suite 1650, Fort Lauderdale, Florida 33301.

"Final Order," together with the Interim Order, the "DIP Orders"), granting the relief set forth below and described more fully in the Motion:[2]

(i) authorizing the Debtors to obtain or guaranty obligations in respect of secured postpetition financing pursuant to the terms and conditions of the DIP Orders and that certain Senior Secured Super-Priority Debtor-in-Possession Financing Agreement, substantially in the form attached to the proposed Interim Order as Exhibit A (the "DIP Agreement," and the loans extended thereunder, the "DIP Loans");

(ii) authorizing the Debtors to execute and deliver the DIP Agreement and all related documentation (collectively, the "DIP Documents", and the credit facility created thereby, the "DIP Facility");

(iii) granting liens and superpriority administrative expense claims to the Debtors' postpetition lenders;

(iv) authorizing the Debtors to use "Cash Collateral," as defined in section 363(a) of the Bankruptcy Code pursuant to Bankruptcy Code sections 361 and 363 and Bankruptcy Rules 4001(b) and 6004;

(v) granting adequate protection to the Debtors' prepetition secured lenders;

(vi) authorizing payment in full of the outstanding Prepetition Collateral Agent Advances (as defined below), together with all accrued and unpaid interest thereon, from the proceeds of the DIP Loans;

(vii) waiving any rights to surcharge the Collateral (as defined in the DIP Agreement) pursuant to section 506(c) of the Bankruptcy Code;

(viii) modifying the automatic stay as to the Debtors' postpetition lenders to allow implementation of the Debtors' postpetition financing, the Interim Order, and the Final Order and authorizing Cerberus Business Finance, LLC to

---

2. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Interim Order or, to the extent not defined therein, then as defined in the DIP Agreement.

exercise all rights and remedies under the DIP Documents upon the occurrence and during the continuance of an Event of Default (as defined in the DIP Agreement); and

(ix) granting related relief, including scheduling a Final Hearing (as defined below) to consider entry of the Final Order, and finding that any applicable notice requirements or stay provisions of the Bankruptcy Rules and Local Rules have been satisfied or waived.

In support of the Motion, the Debtors submit the *Declaration of James S. Feltman, Chief Restructuring Officer of Patriot National, Inc., in Support of First Day Relief* (the "Feltman Declaration"), which is filed contemporaneously herewith, and respectfully submit as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference of the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to Local Rule 9013-1(f) to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and rule bases for the relief requested herein are sections 105(a), 361, 362, 363, 364, 503(b) and 507(a) of the Bankruptcy Code, Rules 2002, 4001, and 9014 of the Bankruptcy Rules, and Rule 4001-2 of the Local Rules.

BACKGROUND

3. On January 30, 2018 (the "Petition Date"), the Debtors commenced their bankruptcy cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). No trustee, examiner or creditors' committee has been appointed in

the Chapter 11 Cases. The Debtors are operating their respective businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. The events leading up to the Petition Date and the facts and circumstances supporting the relief requested herein are set forth in the Feltman Declaration, which is incorporated herein by reference.

FACTS RELEVANT TO THIS MOTION

5. As of the Petition Date, the Debtors have approximately $223 million of secured indebtedness. The following is a brief summary of the history and present status of the Debtors' prepetition secured debt obligations.

I. The Debtors' Businesses

6. Patriot provides comprehensive services to its insurance carrier clients, primarily in the workers' compensation sector. As an independent national provider of comprehensive technology-enabled outsourcing solutions, Patriot helps insurance carriers, employers and other clients mitigate risk, comply with complex regulations, and save time and money. Patriot offers end-to-end insurance related and specialty services that allow its clients to improve efficiencies and reduce expenses through its value-added processes. The core of Patriot's value proposition includes the benefit of a "one-stop" solution with a broad array of offered services, scalable state-of-the-art technology, and support for complex business and regulatory processes focused on insurance and claims-related services.

7. The Debtors are not insurance carriers and do not issue insurance policies. Rather, Patriot provides agency, underwriting, and policyholder services to its insurance carrier clients. Patriot's business is comprised of three primary components – underwriting, claims processing, and its proprietary technology platform. Patriot's customers and revenue sources are mainly insurers, who engage Patriot to underwrite and service workers' compensation policies

that those clients issue. Workers' compensation insurance policies are typically written on an annual basis, with most policies expiring at the end of each calendar year. A significant component of the Debtors' business model is therefore dependent on the annual renewal of policies written by their insurance carrier clients, whereupon the Debtors earn commissions and additional revenue for providing services in connection with those policies.

8. Until late November 2017, Patriot's largest customer was Guarantee Insurance Company ("GIC") – a non-debtor "affiliate"[3] (as that term is defined in Section 101(2) of the Bankruptcy Code) of PNI – which accounted for approximately 55% of the policies serviced by the Debtors and a corresponding percentage of their gross revenues for the year ended December 31, 2016.

II. The Prepetition Credit Agreement

9. On November 9, 2016, Patriot[4] entered into a financing agreement (the "Financing Agreement"), under which Cerberus Business Finance, LLC (the "Prepetition Agent") served as collateral agent and administrative agent for the lenders (the "Prepetition Secured Lenders," and together with the Prepetition Agent, the "Prepetition Secured Parties"). The Financing Agreement originally provided for a $30 million revolving credit facility (the "Revolving Credit Facility"), which has since been terminated, and a $250 million term loan facility (the "Term Loan Facility," and together with the Revolving Credit Facility, the "Credit Facility"). The Credit Facility had a maturity of five years. As of the Petition Date, the total amount due under the Financing Agreement was in excess of $223 million.

---

3. Mr. Steven Mariano, who owns the majority of Patriot National, Inc.'s common stock, also indirectly owns substantially all of the equity of GIC.

4. PNI entered the Financing Agreement as borrower, while the remaining Debtors entered as guarantors.

III. Events of Default

10. The Debtors have been in default under the Financing Agreement since July 2017. These defaults include, without limitation, failure to pay interests when due, failure to deliver certain audited financial statements for the fiscal year ended December 31, 2016, and failure to comply with certain financial covenants. On November 9, 2017, the Prepetition Agent issued a Notice of Default with respect to these defaults.

IV. Events Leading to the Chapter 11 Cases

11. On or about November 17, 2017, the Florida Office of Insurance Regulation ("OIR") notified the Florida Department of Financial Services of OIR's determination that one or more grounds existed for the initiation of receivership proceedings against GIC. In response to OIR's notification, on November 21, 2017, the Florida Department of Financial Services ("DFS") petitioned the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida (the "State Court"), for an order appointing DFS as receiver for GIC, in the action styled *State of Florida ex rel., Dep't of Fin. Servs. v. Guarantee Insurance Co.*, Case No. 2017-CA-2421 (the "GIC Receivership Proceedings"). On November 27, 2017, the State Court in the GIC Receivership Proceedings entered the *Consent Order Appointing the Florida Department of Financial Services as Receiver of Guarantee Insurance Company for Purposes of Liquidation, Injunction, and Notice of Automatic Stay* (the "GIC Receivership Order"). Following entry of the GIC Receivership Order, DFS took over control of GIC.

12. As mandated by the GIC Receivership Order, GIC's insurance policies were canceled in late December and were rewritten on other insurance companies. The DFS, as receiver for GIC, will service the "run-off" of the GIC policies in-house and through contracts with other third party administrators. These services were previously rendered by Patriot. This

series of events caused a significant loss of revenue, an impairment of Patriot's cash flow, and an immediate deterioration in Patriot's enterprise value.

13. In light of the material impact that the GIC Receivership Proceedings had on the Debtors' business and operations, the Debtors and Prepetition Secured Parties engaged in good faith arms' length negotiations to determine how best to stabilize the Debtors' operations, finance the Debtors' liquidity requirements, and how ultimately to recapitalize and restructure the Debtors. Those discussions resulted in two important agreements. First, the Debtors, the Prepetition Agent and the Prepetition Secured Lenders entered into a Forbearance Agreement, dated November 17, 2017 (as amended, the "Forbearance Agreement"). Pursuant to the Forbearance Agreement, the Prepetition Agent and Prepetition Secured Lenders agreed to, among other things, forbear from the exercise of rights and remedies against the Debtors; provide up to $6.7 million in new cash loans to the Debtors (such new cash loans drawn in the amount of $4.955 million as of the Petition Date, the "Prepetition Collateral Agent Advances"); and allow the Debtors to use proceeds from collections, including a $6 million tax refund, to fund ongoing operations.

14. Second, the Debtors, Prepetition Agent and Prepetition Secured Lenders negotiated a Restructuring Support Agreement and Plan Term Sheet, dated as of November 27, 2017 (the "RSA"). The RSA contemplates a chapter 11 plan whereby the Debtors will be recapitalized and the Prepetition Secured Parties will acquire equity interests in the reorganized Debtors, which will continue to operate as a going concern. The Prepetition Secured Parties also agreed in the RSA to provide the Debtors with the DIP Facility to allow the Debtors to prosecute these Chapter 11 Cases and implement the transactions contemplated by the RSA.

THE DEBTORS' PROPOSED DEBTOR-IN-POSSESSION FACILITY

15. The Debtors presently lack sufficient liquidity not only to support their operations but also to successfully reorganize. The Debtors have concluded that they require postpetition financing to meet their ongoing working capital and general business needs during these Chapter 11 Cases as well as the costs of bankruptcy administration. Accordingly, in consultation with their legal and financial advisors, PNI, as borrower (the "Borrower"), the remaining Debtors, as guarantors (the "Guarantors), and Cerberus Business Finance, LLC (the "DIP Agent"), as administrative and collateral agent for certain lenders (the "DIP Lenders," and, together with the Borrower and the Guarantors, the "DIP Parties"), have negotiated the DIP Facility. The Guarantors will provide guarantees of the obligations incurred by PNI under the DIP Facility.

16. The terms of the DIP Facility are memorialized in the DIP Agreement, attached to the proposed Interim Order as **Exhibit A**.[5] The DIP Agreement provides for a postpetition loan commitment in an aggregate principal amount not to exceed $15.5 million; provided that, until the Court enters the Final Order, no loans under the DIP Agreement shall be made other than loans in an aggregate principal amount not to exceed $5 million. Upon entry of the Final Order, PNI intends to borrow the amount necessary to repay the $4.955 million in Prepetition Collateral Agent Advances plus all fees, expenses and accrued and unpaid interest (including default interest) thereon.

---

5. This Motion contains summaries of certain terms and conditions set forth in the DIP Agreement and Interim Order. Reference is made to the DIP Agreement for a full and complete description of the DIP Agreement. To the extent these summaries are inconsistent with the DIP Agreement, the DIP Agreement shall control. To the extent these summaries are inconsistent with the Interim Order, the Interim Order shall control. To the extent the Interim Order and DIP Agreement conflict, the Interim Order shall control. Unless otherwise indicated, the terms summarized herein will become effective upon entry of the Interim Order and will remain in effect in the event final relief is denied as provided under Bankruptcy Rule 4001(c)(2).

LOCAL RULE 4001-2 DISCLOSURES

17. The following financing terms are required to be identified pursuant to Local Rule 4001-2. As discussed herein, such terms are necessary and justified in the context of, and the circumstances relating to, these Chapter 11 Cases.

(a) **Cross-Collateralization Protection**. Local Rule 4001-2(a)(i)(A) requires disclosure of provisions that grant cross-collateralization protection to prepetition secured creditors. The DIP Documents do not provide cross-collateralization protection to prepetition secured creditors.

(b) **Stipulations to Validity, Perfection, and Amount of Prepetition Liens; Waiver of Prepetition Claims**. Local Rule 4001-2(a)(i)(B) requires the disclosure of provisions or findings of fact that bind the estate with respect to validity, amount, or perfection of liens or a waiver of claims, without first giving certain parties in interest certain amounts of time to conduct an investigation. The proposed Interim Order includes certain Debtors' Stipulations related to the validity, amount, and perfection of the liens and claims of the Prepetition Secured Parties, *see* Interim Order ¶ D, as well as a Challenge Period for parties in interest, *see* Interim Order ¶ 15.

(c) **Waiver of Section 506(c) Surcharge**. Local Rule 4001-2(a)(i)(C) requires disclosure of provisions that seek to waive, without notice, whatever rights the estate may have under section 506(c) of the Bankruptcy Code. The proposed Interim Order provides that the DIP Parties and the Prepetition Secured Parties are, subject to entry of the Final Order, entitled to a waiver of the provisions of section 506(c) of the Bankruptcy Code. *See* Interim Order ¶ 29.

(d) **Liens on Avoidance Actions**. Local Rule 4001-2(a)(i)(D) requires disclosure of provisions that immediately grant the prepetition secured creditor liens on avoidance actions. The DIP Documents do not grant prepetition secured creditors liens on avoidance actions, but, subject to the entry of the Interim Order, the DIP Documents do grant liens on avoidance action proceeds. *See* Interim Order ¶ 12.

(e) **Exchange of Prepetition Obligations**. Local Rule 4001-2(a)(i)(E) requires disclosure of provisions that use postpetition loans from a party to repay its own prepetition debt. The DIP Documents provide for the use of postpetition loans from a prepetition secured creditor to pay part or all of that secured creditor's prepetition debt, namely the Prepetition Collateral Agent Advances. *See* Interim Order ¶ 16.

(f) **Disparate Treatment of Professionals**. Local Rule 4001-2(a)(i)(F) requires disclosure of carve-out provisions that provide disparate treatment

for professionals retained by the creditors' committee from those retained by the debtor. The DIP Documents provide for a "carve-out," pursuant to the proposed Interim Order, of, among other things, unpaid, reasonable professional fees and expenses payable to each professional retained by the Debtors or any official committee of unsecured creditors that are incurred or accrued prior to the date of the occurrence of an Event of Default and approved by the Court, but subject to the aggregate amount(s) allocated to each such professional in the Approved Budget, and a cap of $200,000 across all Retained Professionals (as defined in the DIP Agreement) for all professional fees and expenses incurred after an Event of Default. *See* Interim Order ¶ 16.

(g) **Priming Liens**. Local Rule 4001-2(a)(i)(G) requires disclosure of provisions that prime any secured creditor's liens without the consent of the lienholder. The Interim Order provides, with certain exceptions and as described more fully in the DIP Documents, applicable, valid, enforceable and fully perfected liens (including priming liens) and security interests in the Collateral, which, subject to the DIP Documents, shall include, without limitation, all of the property, assets or interests in property or assets of the Debtors and all "property of the estate" (within the meaning of the Bankruptcy Code) of the Debtors, of any kind or nature whatsoever. *See* Interim Order ¶ 12. The DIP Liens (as defined in the Interim Order) are not priming liens of any prepetition secured creditor other than the Prepetition Secured Parties, and the Prepetition Secured Parties have consented to the priming of their liens.

(h) **Equities of the Case**. Local Rule 4001-2(a)(1)(H) requires disclosure of provisions that seek to affect the Court's power to consider the equities of the case under section 552(b)(1) of the Bankruptcy Code. The proposed Interim Order includes a finding that the DIP Parties and the Prepetition Secured Parties are, subject to entry of the Final Order, entitled to a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code, *see* Interim Order ¶ N, and provides that no person may assert an "equities of the case" claim under section 552(b) of the Bankruptcy Code against the DIP Parties or the Prepetition Secured Parties with respect to proceeds, product, offspring or profits of any of the DIP Collateral or the Prepetition Collateral (as applicable), *see* Interim Order ¶ 30.

MATERIAL TERMS OF THE DIP AGREEMENT

18. The following is a summary of the material terms of the DIP Agreement and the Interim Order:

Borrower:	Patriot National, Inc., as debtor and debtor in possession in these Chapter 11 Cases.

Guarantors:	Patriot Services, LLC, TriGen Insurance Solutions, Inc., Patriot Captive Management, LLC, Patriot Underwriters, Inc., TriGen Hospitality Group, Inc., Patriot Risk Consultants, LLC, Patriot Audit Services, LLC, Patriot Claim Services, Inc., Patriot Risk Services, Inc., Corporate Claims Management, Inc., Forza Lien, LLC, Contego Investigative Services, Inc., Contego Services Group, LLC, Patriot Care Management, LLC, Radar Post-Closing Holding Company, Inc., Patriot Technology Solutions, LLC, CWIBenefits, Inc. and Decision UR, LLC, each of these guarantors being a debtor in possession in these Chapter 11 Cases.
DIP Agent:	Cerberus Business Finance, LLC
Loan Facility:	Senior Secured Super-Priority Debtor-in-Possession Financing Agreement
Maximum Borrowing Available:	$5 million on and from the Interim Facility Effective Date until the Final Facility Effective Date and $15.5 million on and after the Final Facility Effective Date (inclusive of amounts necessary to repay the Prepetition Collateral Agent Advances plus all fees, expenses, and accrued and unpaid interest (including default interest) thereon). DIP Agreement § 2.01(a).
Interest Rates:	The interest rate will be either (i) the sum of the Reference Rate plus 7.5% per annum or (ii) the sum of the LIBOR Rate plus 9.25% per annum. The "Reference Rate" means, for any period, a rate per annum equal to the greatest of (a) 3.00% per annum, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% per annum, (c) the LIBOR Rate (defined below) plus 1.00% per annum, and (d) the Prime Rate in effect on such day. The "LIBOR Rate" means, for each Interest Period in respect of any LIBOR Rate Loan, a rate per annum equal to the greater of (x) the rate per annum determined by the Administrative Agent (rounded upwards if necessary, to the next 1/100%) by dividing (i) LIBOR for such Interest Period by (ii) 100% minus the Reserve Percentage and (y) 1.00%. DIP Agreement §§ 2.04(b), 1.01.
Default Interest:	An additional 2% per annum DIP Agreement §§ 2.04(c), 1.01.
Closing Fee:	The Borrowers shall pay to the DIP Agent, for the account of the Lenders, a non-refundable closing fee equal to $155,000, which shall be deemed fully earned upon entry of the Interim Order. DIP Agreement § 2.06(a).
Loan Servicing Fee:	The Borrowers shall pay to the DIP Agent for the account of the Agents, in accordance with a written agreement between such Agents, a non-refundable loan servicing fee equal to an aggregate amount of $5,000 each month, which shall be payable on the on the Interim Facility Effective Date and thereafter monthly in advance on the first day of each calendar month. DIP Agreement § 2.06(c).
Audit and Collateral Monitoring Fee:	Pursuant to the inspection rights outlined in Section 7.01(f), the Borrowers agree to pay, without duplication of any such amounts payable under the prepetition Financing Agreement, (i) $1,500 per day per examiner plus the examiner's out-of-pocket costs and reasonable expenses incurred in connection

	with all such visits, inspections, environmental site assessments and (ii) the costs and reasonable expenses incurred in connection with all visits, inspections and environmental site assessments conducted by a third party on behalf of the DIP Agent. DIP Agreement § 2.06(f).
Interim Facility Effective Date:	February [ ], 2018 DIP Agreement § 1.01.
Termination Date:	The earliest of: (i) the delivery of an Enforcement Notice upon the occurrence of an Event of Default in accordance with the DIP Documents; (ii) the date which is thirty-five (35) days after the Petition Date if the Court has not entered the Final Order on or prior to such date (or such later date as may be agreed by the Debtors and the DIP Agent); (iii) May 30, 2018; (iv) the date on which the sale, transfer or other disposition of all or substantially all of the Debtors' assets is consummated; (v) the date on which the DIP Obligations have been indefeasibly paid in full in cash; (vi) the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of a plan of reorganization in the Chapter 11 Cases that has been confirmed by an order of the Court; or (vii) as otherwise ordered by the Court. Interim Order ¶ 18.
Use of Proceeds:	Proceeds of the Loans shall be used in accordance with the Approved Budget: (i) to pay for the fees, costs, and expenses incurred in connection with the Chapter 11 Cases, (ii) to pay for the fees, costs, and expenses incurred in connection with the transactions contemplated by the DIP Agreement, (iii) for general working capital requirements and other general corporate purposes of the Debtors, and (iv) to repay in full the Prepetition Collateral Agent Advances plus all fees, expenses, and accrued and unpaid interest (including default interest) thereon. DIP Agreement § 6.01(s).
Collateral	All of the property, assets or interests in property or assets of the Debtors, of any kind or nature whatsoever, real or personal, now existing or hereafter acquired or created, including, without limitation, all property of the "estate" (within the meaning of the Bankruptcy Code) of such Debtor, and all accounts, inventory, goods, contract rights, instruments, documents, documents of title, chattel paper, Patents, Trademarks, Copyrights and licenses therefor, general intangibles, intangibles, payment intangibles, letters of credit, letter-of-credit rights, securities, money, securities accounts, supporting obligations, machinery and equipment, real property, fixtures, leases, all of the Equity Interests of each Subsidiary of such Debtor, all of the Equity Interests of all other Persons directly owned by such Debtor, money, investment property, deposit accounts, all commercial tort claims and all causes of action arising under the Bankruptcy Code or otherwise (including, without limitation, all proceeds of Avoidance Actions), and all cash and non-cash proceeds, rents, products and profits of any of the collateral described above (all property of the Debtors subject to the security interest hereafter collectively referred to as the "Collateral"). The term "Collateral" does not include: (i) any such Debtor's right title or interest in any license, contract or agreement only to the extent that such a grant would, under the express terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, contract or agreement (as further specified in

	Section 3.01(a)(i) of the DIP Agreement); (ii) any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed or, if filed, deemed in conformance or examined and accepted, under applicable law; (iii) in the case of a Foreign Subsidiary of such Debtor, any percentage of Equity Interests of such Foreign Subsidiary if such pledge violates any laws of any applicable foreign jurisdication; and (iv) Excluded Accounts. "Excluded Accounts" means (a) any deposit account used for funding insurance claim payouts or trust accounts holding insurance premiums listed on Schedule 1.01(C) of the DIP Agreement and (b) deposit account number 7433584872 with Fifth Third Bank.[6] DIP Agreement §§ 3.01(a), 1.01.
Adequate Protection:	(a) Adequate Protection for Prepetition Secured Parties. As adequate protection in respect of, and as consideration for, (i) the Debtors' use of Cash Collateral; (ii) the imposition of the Automatic Stay; (iii) the granting of the DIP Superpriority Claims and the DIP Liens and the subordination of their Prepetition Liens thereto and to the Carve-Out; or (iv) otherwise, pursuant to sections 105(a), 361(a), 363(c) and 363(e) of the Bankruptcy Code until the indefeasible repayment in full in cash of the Prepetition Secured Obligations, the Prepetition Secured Parties are granted the following (subparagraphs (b) through (d) below shall be referred to collectively as the "Adequate Protection Obligations"): (b) Adequate Protection Liens. Valid, enforceable, unavoidable and fully perfected replacement liens and security interests (the "Adequate Protection Liens") in all Collateral, including Cash Collateral. (c) Adequate Protection Superpriority Claims. Superpriority administrative expense claims under sections 503 and 507 of the Bankruptcy Code (the "Adequate Protection Superpriority Claims") against the Debtors' estates to the extent that the Adequate Protection Liens do not adequately protect against the diminution in value of the Prepetition Collateral, which Adequate Protection Superpriority Claims, if any, shall have priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code; provided, however, that the Adequate Protection Superpriority Claims shall remain subject to and junior to, but exclusively to, to the Carve-Out and the DIP Superpriority Claims. (d) Fees and Expenses. The Debtors are authorized and directed to pay, as adequate protection to the Prepetition Agent, all accrued and unpaid fees and disbursements (whether incurred prior to or after the Petition Date) owing to the Prepetition Agent under the Prepetition Loan Documents, as and when such fees and expenses become due and payable (but for the commencement of the Chapter 11 Cases) in accordance therewith. As additional adequate protection, the Debtors shall also pay to the Prepetition Agent all reasonable and documented fees and out-of-pocket expenses of its professionals in

6. This account at Fifth Third Bank has been excluded from the Collateral because one of PNI's bond companies has a security interest in such account.

	accordance with the terms of the Prepetition Loan Documents, provided that the payment of such fees and expenses shall not be included for the purpose of calculating a Material Adverse Deviation. Interim Order ¶ 13.
Carve-Out:	Subject to the terms and conditions contained in Paragraph 16 of the Interim Order, each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall be subject and subordinate to the "Carve-Out" which shall be limited to: (i) all unpaid fees required to be paid in these Chapter 11 Cases to the clerk of the Bankruptcy Court and to the Office of the U.S. Trustee under 28 U.S.C. § 1930(a)(6); (ii) all reasonable fees and expenses incurred by a chapter 7 trustee under section 726(b) of the Bankruptcy Code not to exceed $50,000; (iii) subject to the Approved Budget and the terms and conditions of the Interim Order, all unpaid fees, costs, and disbursements (exclusive of any success or similar fee) of professionals retained by the Debtors pursuant to section 327, 328, 330, 331, or 363 of the Bankruptcy Code or any official committee of unsecured creditors pursuant to section 1103 of the Bankruptcy Code (collectively, the "Retained Professionals") that are incurred on and prior to the business day immediately following the date of delivery by the DIP Agent of an Enforcement Notice (as defined below) (a "Carve-Out Trigger Date") and that are allowed, whether before or after the applicable Carve-Out Trigger Date, pursuant to an order of the Court under sections 327, 328, 330, 331, 363, or 1103 of the Bankruptcy Code and remain unpaid after application of any prepetition retainers being held by such Retained Professionals; and (iv) subject to the Approved Budget and the terms and conditions of the Interim Order, the unpaid fees, costs, and disbursements of the Retained Professionals that are incurred after a Carve-Out Trigger Date and prior to the applicable Event of Default being cured in accordance with the DIP Documents and the Interim Order (such period, the "Carve-Out Expense Reduction Period"), and that are allowed at any time by the Court under sections 327, 328, 330, 331, 363, or 1103 of the Bankruptcy Code, in an aggregate amount not to exceed $200,000 (which amount shall be reduced on a dollar-for-dollar basis to the extent of all prepetition retainers held by any Retained Professionals and not applied pursuant to clause (iii) or otherwise); provided, that for the avoidance of doubt, so long as no Carve-Out Expense Reduction Period shall be continuing, the payment of such fees, costs, and disbursements of the Retained Professionals shall not reduce the remaining amount available under clause (iv) (the amount set forth in this clause (iv), plus the amount set forth in clause (iii), the "Professional Fee Carve-Out Cap"). The term "Enforcement Notice" shall mean a written notice (which may be by electronic mail) of the occurrence and continuance of an Event of Default under the DIP Agreement delivered by the DIP Agent to the Debtors, the Prepetition Agent, counsel to any official committee, and the U.S. Trustee. Interim Order ¶ 16(a).
Case Milestones:	Debtors shall: (i) file the Plan of Reorganization, the Disclosure Statement (other than any exhibits attached thereto), and the Disclosure Statement Motion with the Bankruptcy Court within twenty-one (21) calendar days of the Filing Date; (ii) obtain approval of the Disclosure Statement Motion within forty (40) calendar days of the Plan Filing Date; and (iii) obtain entry of the Confirmation Order within ninety (90) calendar days of

	the Plan Filing Date. DIP Agreement § 1.01
Events of Default:	(1) **Failure to Make Payments When Due.** Failure by any Borrower to pay, when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise), (i) any interest on any Loan, any Collateral Agent Advance or any fee, indemnity or other payable amount under the DIP Documents, and such failure continues for a period of 3 business days or (ii) all or any portion of the principal of the Loans; or (2) **Breach of Warranty.** Any representation or warranty made or deemed made by or on behalf of any Debtor or by any officer of the foregoing under or in connection with any DIP Document or under or in connection with any certificate or other writing delivered to any Lender pursuant to any DIP Documents shall have been incorrect in any material respect when made or deemed made; or (3) **Breach of Certain Covenants.** Failure of any Debtor to perform or comply with any covenant or agreement contained in (i) Section 7.01(a)(i) and such failure shall remain unremedied for 3 Business Days, or (ii) Section 7.01(a)(ii) – Section 7.01(a)(xix), Section 7.01(c), Section 7.01(d), Section 7.01(f), Section 7.01(h), Section 7.01(k), Section 7.01(o), or Section 7.02 or Article VIII; or (4) **Other Defaults Under Loan Documents.** Any Debtor shall fail to perform or comply with any other term, covenant or agreement contained in any DIP Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of Section 9.01 of the DIP Agreement, such failure, if capable of being remedied, shall remain unremedied for 30 days after the earlier of the date a senior officer of any Debtor has knowledge of such failure and the date written notice of such default shall have been given by any Agent to such Debtor; or (5) **Default in Other Agreements.** Failure of any Debtor or any of its Subsidiaries to pay when due any principal of or interest on or any other amount payable in respect of Indebtedness (other than Indebtedness evidenced by the DIP Agreement) having an aggregate amount outstanding in excess of $1,000,000, and such failure shall continue after any applicable grace period, any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after any applicable grace period, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof to the extent not prohibited by, or not required as a result of, the automatic stay in the Chapter 11 Cases; or (6) **Case Milestones.** Failure of Debtors to comply with any of the Case Milestones; or (7) **Changes to the Composition of the Board of Directors.** Any change to the composition of the Board of Directors, or the identity of the chief executive officer, general counsel, chief restructuring officer, or executive vice president of finance of PNI, without the prior written consent of the Agents, in each case, other than as a result of the death, disability or voluntary resignation of any such director or officer; or

(8) **Invalidity of Loan Documents Repudiation of Obligations.** As a result of an action or omission of any Debtor or its Subsidiary, any material provision of any DIP Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Debtor intended to be a party thereto, or the validity or enforceability thereof shall be contested by any party thereto, or a proceeding shall be commenced by any Debtor or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Debtor shall deny in writing that it has any liability or obligation purported to be created under any DIP Document; or

(9) **Failure to Perfect a Security Interest.** The Bankruptcy Court Orders, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral purported to be covered thereby; or

(10) **Judgments and Attachments.** One or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could result in a judgment, order or award) for the payment of money exceeding $1,000,000 in the aggregate (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has been notified and has not denied coverage) shall be rendered against PNI or any of its Subsidiaries and remain unsatisfied and (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement or (ii) there shall be a period of 10 consecutive days after entry thereof during which (A) a stay of enforcement thereof is not be in effect or (B) the same is not vacated, discharged, stayed or bonded pending appeal; or

(11) **Governmental Intervention.** PNI or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than 15 days; or

(12) **Loss of Collateral.** Any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 30 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Debtor, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect; or

(13) **Failure to Renew Any Licenses or Permits.** The loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by PNI or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect; or

(14) **Forfeiture.** The indictment of PNI or any of its Subsidiaries or any senior officer thereof under any criminal statute, or commencement of criminal or civil proceedings against PNI or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of such Person (for

purposes of Section 9.01(n), "senior officer" shall mean any officer of PNI deemed to be an "officer" pursuant to Section 16(a) of the Exchange Act); or

(15) **Multiemployer Plans.** Any Debtor or any of its ERISA Affiliates shall have made a complete or partial withdrawal from a Multiemployer Plan, and, as a result of such complete or partial withdrawal, any Debtor or any of its ERISA Affiliates incurs a withdrawal liability in an annual amount exceeding $2,500,000; or a Multiemployer Plan enters reorganization status under Section 4241 of ERISA, and, as a result thereof any Debtor's or any of its ERISA Affiliates' annual contribution requirements with respect to such Multiemployer Plan increases in an annual amount exceeding $2,500,000; or

(16) **Termination of Employee Plan.** Any Termination Event with respect to any Employee Plan shall have occurred, and, 30 days after notice thereof shall have been given to any Debtor by any Agent, (i) such Termination Event (if correctable) shall not have been corrected, and (ii) the then current value of such Employee Plan's vested benefits exceeds the then current value of assets allocable to such benefits in such Employee Plan by more than $2,500,000 (or, in the case of a Termination Event involving liability under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 or 4975 of the Internal Revenue Code, the liability is in excess of such amount); or

(17) **Change of Control.** A Change of Control shall have occurred that is not in violation of any order restricting trading in the Equity Interests of the Borrower; or

(18) **Bankruptcy Matters.** The Bankruptcy Court shall have entered an order (or any Debtor shall (a) file a motion seeking such authorization, approval or grant of or (b) fail to contest, in good faith, such motion by any other Person) (i) seeking the appointment of a trustee under Section 1104 of the Bankruptcy Code or an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code or under any other Debtor Relief Law, (ii) converting of any Chapter 11 Case to one under Chapter 7 of the Bankruptcy Code, (iii) confirming a plan of reorganization in any Chapter 11 Case which (a) is not approved or consented to by the Agents and the Required Lenders, (b) conflicts with, or violates the terms of, the RSA, and (c) does not (1) contain a provision for termination of the Total Commitment and payment in full in cash of all Obligations of the Debtors under the DIP Documents and payment or other satisfaction of all Pre-Petition Obligations on or before the effective date of such plan or plans upon entry thereof and (2) provide for the continuation of the Liens and security interests granted to the Collateral Agent for the benefit of the Agents and the Lenders and priorities until such plan effective date, (iv) dismissing any Chapter 11 Cases which is not approved or consented to by the Agents and the Required Lenders, conflicts with or violates the terms of the RSA, and does not contain a provision for termination of the Total Commitment and the payment in full in cash of all Obligations of the Debtors under the DIP Documents and payment or other satisfaction of all Pre-Petition Obligations upon entry thereof, (v) revoking, reversing, staying, modifying, supplement or amend any of the Bankruptcy Court Orders, (vi) permitting any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to the Debtors equal or superior to the priority of the Agents

	and the Lenders in respect of the Obligations, except for allowed administrative expenses having priority over the Obligations to the extent set forth in the Agreed Administrative Expense Priorities, (vii) granting or permitting the grant of a Lien on the Collateral other than a Permitted Lien, or (viii) not staying an order granting relief from the automatic stay or court-ordered stay, as applicable, to any creditor of any Debtor with respect to any claim in a fixed or liquidated amount equal to or exceeding $1,000,000 in the aggregate; or (19) **Interference with Liens.** (i) Any Debtor shall attempt to invalidate, reduce or otherwise impair the Liens or security interests of any Agent and/or the Lenders in the Collateral, or any claims or rights of any Agent and/or the Lenders against such Debtor or to subject any Collateral to assessment pursuant to Section 506(c) of the Bankruptcy Code, (ii) any Lien or security interest created by this Agreement or the Bankruptcy Court Orders in favor of any Agent and/or the Lenders shall, for any reason (other than a release of such Lien or security interest by the Agents), cease to be valid or (iii) any action is commenced by any Debtor which contests the validity, perfection or enforceability of any of the Liens and security interests of any Agent and/or the Lenders created by any of the Bankruptcy Court Orders, this Agreement, any mortgage, any security agreement, any pledge agreement or any other security agreement; or (20) **Business Operations.** Without the prior consent of the Agents and the Required Lenders, the determination of any Debtor to suspend the operation of such Debtor's business in the ordinary course, liquidate all or substantially all of such Person's assets, or employ an agent or other third party to conduct any sales of all or substantially all of such Debtor's assets, or the filing of a motion or other application in the Chapter 11 Cases, seeking authority to do any of the foregoing; or (21) **Material Adverse Deviation.** Any Material Adverse Deviation shall have occurred; or (22) **Competing Plans.** The filing by any Debtor of any plan of reorganization unless such plan of reorganization either (i) is required by or otherwise complies with the terms of the RSA, (ii) provides for the repayment in full in cash of the Obligations and the Pre-Petition Obligations, or (iii) is otherwise consented to by the Agents and the Required Lenders; or (23) **Restructuring Support Agreement.** The RSA by and among, *inter alios*, PNI, the Prepetition Agent, and the Prepetition Secured Lenders is terminated in accordance with its terms or otherwise ceases to be in full force and effect; or (24) **Restricted Control.** Steven M. Mariano exercises, or obtains authority to exercise, any control over any aspect of the business or operations of the Debtors. DIP Agreement § 9.01
Expenses:	Regardless of whether the transactions contemplated hereby shall be consummated, the Borrowers will pay on demand, all costs and expenses incurred by or on behalf of each Agent (and, in the case of (ii) through (xiv) below, each Lender), including, without limitation, reasonable fees, costs, client charges and expenses of counsel for the Agent and the Lenders arising from or relating to: (i) the negotiation, preparation, execution, delivery, performance and administration of the DIP Documents (including, without limitation, the preparation of any additional DIP Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and

	documents referred to in Section 7.01(f)), (ii) any requested amendments, waivers or consents to the DIP Documents whether or not such documents become effective or are given, (iii) the preservation and protection of the Agents' or any of the Lenders' rights under the DIP Documents, (iv) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to the DIP Agreement, any other DIP Document, the Agents' or the Lenders' claims against any Borrower, or any and all matters in connection therewith, (v) the commencement or defense of, or intervention in, any court proceeding arising from or related to the DIP Documents, (vi) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral or other security, in connection with the DIP Documents, (vii) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with the DIP Documents, (viii) any attempt to enforce any Lien or security interest in any Collateral or other security in connection with the DIP Documents, (ix) following the occurrence and during the continuance of an Event of Default, any attempt to collect from any Borrower, (x) all liabilities and costs arising from or in connection with the past, present or future operations of any Debtor involving any damage to real or personal property or natural resources or harm or injury alleged to have resulted from any Release of Hazardous Materials on, upon or into such property, (xi) any Environmental Liabilities and Costs incurred in connection with the investigation, removal, cleanup and/or remediation of any Hazardous Materials present or arising out of the operations of any Facility of any Borrower, (xii) any Environmental Liabilities and Costs incurred in connection with any Environmental Lien, (xiii) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (xiv) the receipt by any Agent or any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any DIP Document: (a) the Borrowers agree to pay all stamp, document, transfer, recording or filing taxes or fees and similar impositions now or hereafter determined by any Agent or any Lender to be payable in connection with the DIP Documents, and the Borrowers agree to save each Agent and each Lender harmless from and against any and all present or future claims, liabilities or losses with respect to or resulting from any omission to pay or delay in paying any such taxes, fees or impositions, (b) the Borrowers agree to pay all broker fees that may become due in connection with the transactions contemplated by the DIP Documents, and (c) if the Borrowers fail to perform any covenant or agreement contained in any DIP Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrowers; provided, however, that the Borrowers shall not have any obligation pursuant to Section 12.04 of the DIP Agreement for any cost or expense that is caused by the gross negligence or willful misconduct of an Agent or a Lender, as determined by a final non-appealable judgment of a court of competent jurisdiction. The obligations of the Borrowers under Section 12.04 of the DIP Agreement shall survive the repayment of the Obligations and discharge of any Liens granted under the DIP Documents. DIP Agreement § 12.04
Indemnification:	In addition to each Debtor's other Obligations under the DIP Agreement, each Debtor agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Secured Party and all of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities,

obligations, penalties, fees, reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses) directly incurred by such Indemnitees, whether prior to or from and after the Interim Facility Effective Date as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of the DIP Agreement, any other DIP Document or of any other document executed in connection with the transactions contemplated by the DIP Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrowers under the DIP Documents, including, without limitation, the management of any such Loans or the Borrowers' use of the proceeds thereof, (iii) the Agents and the Lenders relying on any instructions of the Administrative Borrower or the handling of the Loan Account and Collateral of the Borrowers as herein provided, (iv) any matter relating to the financing transactions contemplated by the DIP Documents or by any document executed in connection with the transactions contemplated by the DIP Documents, or (v) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Debtors shall not have any obligation to any Indemnitee under this subsection for any Indemnified Matter caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees set forth in Section 12.15 of the DIP Agreement are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in Section 12.15 of the DIP Agreement may be unenforceable because it is violative of any law or public policy, each Borrower shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

No Borrower shall assert, and each Borrower hereby waives, any claim against the Indemnitees, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, the DIP Documents or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Borrower hereby waives, releases and agrees not to sue upon any such claim or seek any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

The indemnities and waivers set forth in Section 12.15 of the DIP Agreement shall survive the repayment of the Obligations and discharge of any Liens granted under the DIP Documents.

DIP Agreement § 12.15

RELIEF REQUESTED

19. By this Motion, pursuant to sections 105, 361, 362, 363, 364, 503(b) and 507(a) of the Bankruptcy Code, and Bankruptcy Rules 2002, 4001 and 9014, the Debtors request that the Interim Order and the Final Order include, without limitation, the following relief:

(a) Authorize the Loan Parties to enter into the DIP Agreement;

(b) Grant superpriority administrative expense claim status under section 364(c)(1) of the Bankruptcy Code to the DIP Agent and DIP Lenders for claims arising from the DIP Facility, subject to the Carve-Out;

(c) Modify the automatic stay as to the DIP Agent and DIP Lenders, as the case may be, to allow implementation of the provisions of the DIP Agreement, the Interim Order, and the Final Order without further notice or order of the Court;

(d) Waive notice requirements provided for by Bankruptcy Rule 6004(a), the twenty-one (21) day stay provided for by Bankruptcy Rule 6003(b) and the fourteen (14) day stay provided for by Bankruptcy Rule 6004(h);

(e) Schedule an interim hearing (the "Interim Hearing") pursuant to Bankruptcy Rule 4001 and Local Rule 4001-2 to consider the immediate entry of the Interim Order, which among other things, (i) approves, on an interim basis, the DIP Agreement and (ii) authorizes the Debtors to obtain the DIP Loans on an interim basis in an aggregate principal amount of up to $5 million;

(f) Schedule a final hearing (the "Final Hearing") to consider entry of the Final Order, as defined above and as described in the DIP Agreement, which, among other things, authorizes on a final basis the DIP Agreement and the DIP Loans in an aggregate principal amount of up to $15.5 million, inclusive of a draw under the DIP Facility, upon entry of the Final Order, to repay in full the $4.955 in Prepetition Collateral Agent Advances plus all fees, expenses, and accrued and unpaid interest (including default interest) thereon; and

(g) Find that notice of the Interim Hearing is sufficient and adequate with respect to the Notice Parties (defined below) pursuant to Bankruptcy Rules 2002 and 4001 and the Local Rules of this Court, and that no other or further notice is required.

BASIS FOR RELIEF REQUESTED

I. Approval of the DIP Facility is Essential to the Debtors' Ability to Successfully Reorganize

20. It is essential to the success of the Chapter 11 Cases that the Debtors immediately obtain access to sufficient postpetition financing. The Debtors' continuing viability, the avoidance of business interruption, the preservation of estate assets and the Debtors' ability to successfully reorganize all depend heavily upon the approval of the DIP Facility and the related actions requested herein.

21. For the following reasons, the Debtors respectfully submit that they have satisfied the standards applicable for approval of the DIP Facility.

II. The DIP Facility Should Be Approved Under Section 364 of the Bankruptcy Code

22. The Debtors propose to obtain financing under the DIP Facility by providing security interests and other liens as set forth above pursuant to section 364(c) of the Bankruptcy Code. The statutory requirement for obtaining postpetition credit under section 364(c) is a finding, made after notice and hearing, that a debtor is "unable to obtain unsecured credit allowable under section 503(b)(1) of the [the Bankruptcy Code]." 11 U.S.C. § 364(c). Indeed, section 364(c) financing is appropriate when a debtor-in-possession is unable to obtain unsecured credit allowable as an ordinary administrative claim. *See In re L.A. Dodgers LLC*, 457 B.R. 308, 313 ("The Court 'may not approve any credit transaction under subsection (c) [of Section 364] unless the debtor demonstrates that it has attempted, but failed, to obtain unsecured credit under section 364(a) or (b).'") (alteration in original) (quoting *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 37 (Bankr. S.D.N.Y. 1990)); *In re YL West 87th Holdings I LLC*, 423 B.R. 421, 441 (Bankr. S.D.N.Y. 2010) (stating that "[c]ourts have generally deferred to a debtor's business judgment in granting section 364 financing"); *In re Crouse Group, Inc.*, 71

B.R. 544, 549 (Bankr. E.D. Pa. 1987) (determining that secured credit under section 364(e)(2) of the Bankruptcy Code is authorized, after notice and hearing, upon showing that unsecured credit cannot be obtained).

23. Courts have articulated a three-part test to determine whether a debtor is entitled to financing under section 364(c) of the Bankruptcy Code. Specifically, courts look to whether:

(a) [The debtor is] unable to obtain unsecured credit under section 364(b), *i.e.*, by allowing a lender only an administrative claim per 11 U.S.C. § 503(b)(1)(A);

(b) The credit transaction is necessary to preserve the assets of the estate; and

(c) The terms of the transaction are fair, reasonable, and adequate, given the circumstances of the debtor-borrower and the proposed lender.

L.A. Dodgers, 457 B.R. at 312 (citing *In re St. Mary Hosp.*, 86 B.R. 393, 401 (Bankr. E.D. Pa. 1988); *see also Ames Dep't Stores,* 115 B.R. at 37-39. The elements of this test are satisfied here.

24. During the prepetition period, the Debtors, both directly and through their advisors, endeavored to identify potential sources of financing. Based on those discussions with potential lenders, the Debtors have determined that adequate financing on an unsecured basis is not available. Without postpetition financing, the Debtors would not be able to operate their businesses as a going concern, which would significantly impair the value of the Debtors' estates to the detriment of all stakeholders. Furthermore, by obtaining postpetition financing, the Debtors will be in a position to maximize the value of their assets for the benefit of all stakeholders. Finally, the terms of the DIP Facility are fair, reasonable and adequate given the Debtors' circumstances, all as more fully set forth below.

A. No Adequate Alternative to the DIP Facility is Currently Available.

25. A debtor need only demonstrate "by a good faith effort that credit was not available without" the protections afforded to potential lenders by section 364(c) of the Bankruptcy Code. *Bray v. Shenandoah Fed. Sav. & Loan Ass'n (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986). *See also In re Phoenix Steel Corp.*, 39 B.R. 219, 222 n.9 (D. Del. 1984) (stating that the debtor must show that it is "unable to obtain such credit otherwise"); *YL West 87th Holdings*, 423 B.R. at 441 ("Courts have generally deferred to a debtor's business judgment in granting section 364 financing."); *In re Gen. Growth Props., Inc.*, 412 B.R. 122, 125 (Bankr. S.D.N.Y. 2009) (debtor has an obligation to make "reasonable efforts, under the circumstances . . . to obtain [unsecured financing], in the ordinary course of business or otherwise").

26. Beginning in early November 2017, the Debtors initiated a process designed to secure postpetition financing on the best available terms. As part of this process, the Debtors solicited proposals for financing from the Prepetition Secured Parties. The Debtors did not solicit any other lenders with respect to providing the DIP Facility because, among other things, seeking financing from sources other than the Prepetition Secured Parties would have been futile given the Debtors' rapidly deteriorating and unknown financial condition; the willingness of the Prepetition Secured Parties to provide DIP financing on reasonable terms; the Debtors needed not only the DIP Facility but also the Prepetition Collateral Agent Advances (from which the Prepetition Secured Lenders were the only viable sources); and the Prepetition Secured Parties had liens on substantially all of the Debtors' assets (the values of which were declining rapidly). Additionally, other lenders would likely not be willing to engage in a priming fight with the Prepetition Secured Parties.

27. Together with their counsel and financial advisors, the Debtors considered available financing options in the course of negotiating the RSA and determined in their business judgment that the terms set forth herein are the most favorable to and in the best interests of the Debtors' estates and creditors. Accordingly, the Debtors have firmly established the requirement of section 364(c) of the Bankruptcy Code that alternative credit on more favorable terms was unavailable to the Debtors.

B. The DIP Facility Is Necessary to Preserve Estate Assets and Is an Exercise of the Debtors' Sound Business Judgment.

28. A debtor's decision to enter into a postpetition lending facility under section 364 of the Bankruptcy Code is governed by the business judgment standard. *See, e.g.*, *L.A. Dodgers*, 457 B.R. at 313 (stating that "courts will almost always defer to the business judgment of a debtor in the selection of the lender"); *Trans World Airlines, Inc. v. Travelers Int'l AG* (*In re Trans World Airlines, Inc.*), 163 B.R. 964, 974 (Bankr. D. Del. 1994) (approving postpetition loan and receivables facility because such facility "reflect[ed] sound and prudent business judgment"); *Ames Dep't Stores*, 115 B.R. at 38 (noting that other decisions under section 364 find that financing decisions reflect a debtor's business judgment). Generally, the business judgment standard requires that the court "not second-guess a business decision, so long as corporate management exercised a minimum level of care in arriving at the decision." *L.A. Dodgers*, 457 B.R. at 313; *see also In re Simasko Prod. Co.*, 47 B.R. 444, 449 (Bankr. D. Colo. 1985) (holding that "discretion to act with regard to business planning activities is at the heart of the debtor's power") (citations omitted).

29. To determine whether the business judgment standard is met, a court is "required to examine whether a reasonable business person would make a similar decision under

similar circumstances." *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006). The Debtors' decision to enter into the DIP Facility satisfies this standard.

30. As discussed above, the DIP Facility is necessary to preserve the value of the Debtors' estates. Specifically, the DIP Facility will allow the Debtors to conduct their operations and administer the Chapter 11 Cases. Without the benefit of the DIP Facility, the Debtors will suffer irreparable harm as they will be unable to sustain operations and fund essential business expenses necessary to reorganize in chapter 11. Thus, approval of borrowing under the DIP Facility is crucial to maximizing the value of the Debtors' estates for the benefit of all stakeholders.

C. The DIP Facility Terms Are Fair, Reasonable, and Appropriate.

31. The proposed terms of the DIP Agreement and the other DIP Documents are fair, reasonable and adequate under the circumstances.

32. The Debtors made concerted, good-faith efforts to obtain credit on the most favorable terms available in the market. Against the backdrop of the Debtors' recent performance and the terms of the RSA, the Debtors and their advisors carefully evaluated the proposed financing offered by the DIP Facility and engaged in arm's length negotiations with the proposed DIP Agent and DIP Lenders. Ultimately, the Debtors, exercising their sound business judgment, agreed to the DIP Facility as the proposal best suited to the Debtors' needs.

33. To further illustrate that the terms are fair, reasonable and adequate, the DIP Agreement provides that the security interests and administrative expense claims granted to the proposed DIP Lenders will be subject to the Carve-Out described above. In *Ames Department Stores*, the court found that such "carve-outs" are not only reasonable, but are necessary to ensure that official committees and the debtor's estate will be assured of the assistance of counsel. *See* 115 B.R. at 40; *accord Gen. Growth*, 412 B.R. at 125. Courts in this

district have authorized postpetition financing agreements between a debtor and DIP lender, under which the lender's security interests and/or administrative expenses claims subject were subject to similar "carve-outs." *See, e.g.*, *In re Golfsmith Int'l Holdings, Inc.*, No. 16-12033 (LSS) (Bankr. D. Del. Oct. 17, 2016); *In re Pacific Sunwear of Cal.*, Inc. No. 16-10882 (LSS) (Bankr. D. Del. May 24, 2016); *In re Seventy Seven Fin. Inc.*, No. 16-11409 (LSS) (Bankr. D. Del. June 28, 2016); *In re Deb Stores Holding LLC*, No. 14-12676 (KG) (Bankr. D. Del. Jan. 7, 2015).

34. Likewise, the various fees and charges required under the DIP Facility are customary, and approval thereof is appropriate. All of the fees and charges were the subject of substantial arm's length negotiation. Absent approval and payment of such fees and charges, the proposed DIP Lenders could not make the Loans. Courts have authorized these types of material lender incentives beyond the explicit liens and other rights specified in section 364 of the Bankruptcy Code. *See, e.g.*, *In re Defender Drug Stores, Inc.*, 145 B.R. 312, 316 (9th Cir. B.A.P. 1992) (authorizing credit arrangement under section 364, including a lender "enhancement fee"); *In re TSAWD Holdings, Inc.*, No. 16-10527 (MFW) (Bankr. D. Del. May 3, 2016); *In re RCS Capital Corp.*, No. 16-10223 (MFW) (Bankr. D. Del. Feb. 3, 2016); *In re Quiksilver, Inc.*, No. 15-11880 (BLS) (Bankr. D. Del. Oct. 28, 2015); *In re Coda Holdings, Inc.*, No. 13-11153 (CSS) (Bankr. D. Del. May 29, 2013).

35. Accordingly, the terms of the DIP Facility are fair, reasonable and adequate, and the proposed DIP Agent and DIP Lenders should be accorded the benefits of section 364(e) of the Bankruptcy Code in respect of such facility.

III. Authority to Use Cash Collateral

36. Section 363 of the Bankruptcy Code governs the debtors' use of property of the estate. Section 363(c)(1) of the Bankruptcy Code provides that

> If the business of the debtor is authorized to be operated under Section . . . 1108 . . . of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(1). Section 363(c)(2) of the Bankruptcy Code, however, provides an exception with respect to "cash collateral" to the general grant of authority to use property of the estate in the ordinary course set forth in section 363 of the Bankruptcy Code. Specifically, a trustee or debtor-in-possession may not use, sell, or lease "cash collateral" under subsection (c)(1) unless:

> (A) each entity that has an interest in such collateral consents; or
>
> (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

11 U.S.C. § 363(c)(2).

37. During the ordinary course of operations, the Debtors generate cash from the use of the DIP Collateral. As of the Petition Date, the Debtors held only a *de minimis* amount of unrestricted cash. The Debtors need the proposed DIP Facility and the use of Cash Collateral in order to fund the ordinary course of their business operations and to administer the Chapter 11 Cases while they pursue prompt consummation of a value-maximizing bankruptcy plan. As the DIP Facility is contingent upon the Debtors obtaining approval to use Cash Collateral, it is imperative that the Debtors obtain authority to use Cash Collateral subject to the terms of this Motion. Accordingly, to obtain the financing under the DIP Facility and to avoid

immediate and irreparable harm to the Debtors' business operations and their estates, the Debtors have an immediate need for authority to use Cash Collateral.

38. The Debtors submit that, under these circumstances, their request to use Cash Collateral should be approved. The only parties with a material interest in the prepetition Cash Collateral—namely the Prepetition Secured Parties—consent to the use of Cash Collateral provided that the relief requested herein is granted. Absent such authority, the Debtors would not have access to any additional liquidity, which would imperil their ability to continue operations and could substantially impair the value of their assets as they attempt to deleverage their balance sheet during the Chapter 11 Cases. On the other hand, allowing the Debtors to use Cash Collateral and, by extension, sustain their business operations will permit the Debtors to implement a bankruptcy strategy that will preserve and maintain value and yield the highest recovery for their estates and their creditors. Accordingly, the proposed adequate protection is fair, reasonable, and sufficient to justify the requirements of sections 363(c)(2) and (3) of the Bankruptcy Code.

INTERIM APPROVAL IS APPROPRIATE

39. Bankruptcy Rules 4001(b) and 4001(c)(2) provide that a final hearing on a motion to obtain credit pursuant to section 364 of the Bankruptcy Code may not be commenced earlier than fourteen (14) days after the service of such motion. Upon request, however, a bankruptcy court is empowered to conduct a preliminary expedited hearing on the motion and authorize the obtaining of credit to the extent necessary to avoid immediate and irreparable harm to the Debtors' estates. *See* Fed. R. Bankr. P. 4001(c)(2).

40. The Debtors request that the Court authorize them, on an interim basis pending the Final Hearing, to borrow under the DIP Facility in an amount up to $5 million. As discussed above, this relief will enable the Debtors to operate their businesses in a manner that

will permit them to preserve and maximize value and thereby avoid immediate and irreparable harm and prejudice to their estates and all parties in interest, pending the Final Hearing. Absent interim approval of this interim borrowing under the DIP Facility, the Debtors' businesses would suffer immediate and irreparable harm.

FINAL HEARING

41. The Debtors further respectfully request that the Court set a date and time for the Final Hearing to consider the entry of a Final Order approving the relief sought in this Motion, including without limitation final court approval of the Debtors' borrowings of up to $15.5 million under the DIP Facility, inclusive of funds necessary to repay the $4.955 million in Prepetition Collateral Agent Advances plus all fees, expenses, and accrued and unpaid interest (including default interest) thereon. To avoid Termination (as defined in the Interim Order) that will occur under the DIP Agreement if the Final Order is not entered within thirty-five (35) days following the entry of the Interim Order, the Debtor's respectfully request that the Final Hearing occur no later than twenty-one (21) days after the date of entry of the Interim Order.

THE MOTION SATISFIES BANKRUPTCY RULE 6003 AND LOCAL RULE 9013-1(m)

42. Pursuant to Rule 6003 of the Bankruptcy Rules, the Court may grant relief regarding a motion to pay all or part of a prepetition claim within twenty-one (21) days after the Petition Date "to the extent the relief is necessary to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003.

43. Pursuant to Local Rule 9013-1(m), requests for relief on less than seven (7) days' notice and fewer than twenty one (21) days after the petition date are "confined to matters of a genuinely emergent nature required to preserve the assets of the estate and to maintain ongoing business operations and such other matters as the Court may determine appropriate." Local Rule 9013-1(m)(ii).

44. The Debtors submit that for the reasons already set forth herein, the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors' estates. Obtaining postpetition financing is essential to allowing the Debtors to continue to operate and preserve the value of their businesses for benefit of all stakeholders. The Debtors believe that failure to secure meaningful postpetition financing on favorable terms at the outset of the Chapter 11 Cases would irreparably harm their ability to maximize value for all stake holders. Accordingly, the Debtors submit that they have satisfied the requirements of Bankruptcy Rule 6003 and Local Rule 9013-1(m).

WAIVER OF BANKRUPTCY RULE 6004(h)

45. The Debtors further seek a waiver of any stay of the effectiveness of the order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). As set forth above, immediately securing postpetition financing on favorable terms is crucial to preventing irreparable damage to the Debtors' operations and the value of the Debtors' businesses as the Debtors make efforts to successfully reorganize. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), to the extent it would apply.

NOTICE

46. Notice of the hearing of this Motion has been provided to: (i) the U.S. Trustee; (ii) counsel for Cerberus Business Finance, LLC, as the administrative agent for the DIP Lenders and for the Prepetition Secured Lenders; (iii) all other parties holding secured claims against the Debtors; (iv) those parties listed on the list of creditors holding the twenty (20) largest unsecured claims against the Debtors (on a consolidated basis), as identified in their chapter 11

petitions, and (v) all the parties that have requested notice in this proceeding pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). As the Motion is seeking "first day" relief, within two business days of the hearing on the Motion, the Debtors will serve copies of the Motion and any order entered with respect to the Motion in accordance with the Local Rules. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

47. No prior request for the relief sought in this Motion has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that this Court: (i) consider the Motion on an expedited basis; (ii) grant an Interim Order, substantially in the form attached as **Exhibit 1** hereto, authorizing the Debtors to obtain the postpetition financing described herein on an interim basis and setting the Motion for a final hearing; and (iii) grant such other and further relief as the Court may deem just and proper.

Dated: January 30, 2018
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP

Laura Davis Jones (DE Bar No. 2436)
James E. O'Neill (DE Bar No. 4042)
Peter J. Keane (DE Bar No. 5503)
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400
Email: ljones@pszjlaw.com
joneill@pszjlaw.com
pkeane@pszjlaw.com

-and-

Kathryn A. Coleman
Christopher Gartman
Anson B. Frelinghuysen
HUGHES HUBBARD & REED LLP
One Battery Park Plaza
New York, New York 10004-1482
Telephone: (212) 837-6000
Facsimile: (212) 422-4726
Email: katie.coleman@hugheshubbard.com
chris.gartman@hugheshubbard.com
anson.frelinghuysen@hugheshubbard.com

Proposed Counsel for the Debtors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
PATRIOT NATIONAL, INC., *et al.*,[1]	Case No. 18-10189 (___)
Debtors.	(Jointly Administered)
	Re: D.I. _____

INTERIM ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING POSTPETITION FINANCING; (II) AUTHORIZING USE OF CASH COLLATERAL; (III) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES; (IV) SCHEDULING A FINAL HEARING; AND (V) GRANTING RELATED RELIEF

This matter is before the Court on the motion dated January 30, 2018 [D.I. ___] (the "Motion")[2] of the above-captioned debtors and debtors-in-possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), seeking the entry of an interim order (this "Interim Order") and a final order (the "Final Order"), pursuant to sections 105, 361, 362, 363, 364, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 4001-2 and 4001-3 of the Local Rules of Bankruptcy Procedure of the United

1. The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors' federal tax identification number, are: Patriot National, Inc. (1376); Patriot Services, LLC (1695); TriGen Insurance Solutions, Inc. (2501); Patriot Captive Management, LLC (2341); Patriot Underwriters, Inc. (0045); TriGen Hospitality Group, Inc. (6557); Patriot Risk Consultants, LLC (0844); Patriot Audit Services, LLC (5793); Patriot Claim Services, Inc. (9147); Patriot Risk Services, Inc. (7189); Corporate Claims Management, Inc. (6760); CWIBenefits, Inc. (0204); Forza Lien, LLC (7153); Contego Investigative Services, Inc. (0330); Contego Services Group, LLC (0012); Patriot Care Management, LLC (2808); Radar Post-Closing Holding Company, Inc. (2049); Patriot Technology Solutions, LLC (6855); and Decision UR, LLC (1826). The Debtors' headquarters are located at 401 East Las Olas Boulevard, Suite 1650, Fort Lauderdale, Florida 33301.

2. All defined terms shall have the meaning ascribed to them in the DIP Agreement (as defined below) unless otherwise defined herein.

States Bankruptcy Court for the District of Delaware (the "Local Rules"), providing for the following:

(a) authorization for the Debtors to obtain or guaranty obligations in respect of secured postpetition financing on a superpriority basis in the form of a multi-draw term loan facility in the principal amount of up to $15,500,000 (the "DIP Facility," and the loans provided thereunder, the "DIP Loans"), of which a maximum of $5,000,000 shall be made available on an interim basis, pursuant to the terms and conditions of that certain Senior Secured Super-Priority Debtor-in-Possession Financing Agreement (as the same may be amended, supplemented, restated, or otherwise modified from time to time, the "DIP Agreement") (substantially in the form attached hereto as **Exhibit "A"**), by and among (i) Patriot National, Inc. ("Parent"), as Borrower, and each of its subsidiaries party thereto, as Guarantors; (ii) Cerberus Business Finance, LLC, as collateral agent and administrative agent (the "DIP Agent"), and (iii) the lenders from time to time party thereto (such lenders in such capacities, the "DIP Lenders" and together with the DIP Agent, the "DIP Parties");

(b) authorization for the Debtors to execute the DIP Agreement and all other documents, agreements and instruments delivered pursuant thereto or executed or filed in connection therewith, all as may be reasonably requested by the DIP Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, and collectively with the DIP Agreement, the "DIP Documents"), and for the Debtors to perform any and all of their obligations thereunder and such other and further acts as may be necessary or appropriate in connection therewith;

(c) authorization for the grant of the DIP Superpriority Claims and the DIP Liens (each as defined below) to the DIP Parties on all of the Collateral (as defined below) to secure

the DIP Facility and all obligations owing and outstanding thereunder and under the DIP Documents, as applicable, this Interim Order and the Final Order, as applicable (collectively, and including all "Obligations" as defined in the DIP Agreement, the "DIP Obligations"), subject only to certain liens, if any, permitted under the DIP Documents[3] and the Carve-Out (as defined below);

(d) authorization for the DIP Agent to exercise all rights and remedies under the DIP Documents upon the occurrence and during the continuance of an Event of Default (as defined in the DIP Agreement), subject to the terms of this Interim Order or the Final Order, as applicable;

(e) authorization for the Debtors to use "Cash Collateral" (as such term is defined in section 363(a) of the Bankruptcy Code) of the Prepetition Secured Parties (as defined below), subject to the Approved Budget (as defined below) as contemplated hereunder and under the DIP Documents through the earlier of (i) the occurrence of a Termination Date (as defined below) and (ii) the date of the Final Hearing (as defined below) (such period of time, the "Interim Period"), pursuant to the terms and conditions set forth in this Interim Order (and thereafter as may be permitted by the Final Order);

(f) authorization to provide adequate protection, including the Adequate Protection Liens and the Adequate Protection Superpriority Claims (each as defined below), on account of the prepetition secured debt obligations due and owing on account of that certain Financing Agreement, dated as of November 9, 2016 (as amended, restated, supplemented or otherwise modified from time to time prior to the Petition Date, the "Prepetition Loan Agreement," and

---

3. Nothing herein shall constitute a finding or ruling by this Court that any such permitted liens, if any, are valid, enforceable, perfected, non-avoidable or senior to the DIP Liens (as defined below) or Prepetition Liens (as defined below). Nothing herein shall prejudice the rights of any party in interest including, but not limited to, the Debtors, the Prepetition Secured Parties, the DIP Parties and any official committee, if appointed, to challenge the validity, priority, enforceability, seniority, avoidability, perfection, extent or any other aspect of any such permitted liens.

together with all security, pledge and guaranty agreements and all other documentation executed prior to the Petition Date in connection with any of the foregoing, the "Prepetition Loan Documents"), by and among the Parent as borrower, its subsidiaries party thereto as guarantors, the lenders from time to time party thereto (such lenders in such capacities, the "Prepetition Secured Lenders"), and Cerberus Business Finance, LLC, as collateral agent and administrative agent (in such capacities, the "Prepetition Agent," and together with the Prepetition Secured Lenders, the "Prepetition Secured Parties"); and on account of the incurrence of the DIP Obligations and the granting of the DIP Liens, the use of Cash Collateral, the imposition of the automatic stay imposed under section 362 of the Bankruptcy Code (the "Automatic Stay"), and to compensate the Prepetition Secured Parties for any diminution in the value of the interests of the Prepetition Secured Parties in the Prepetition Collateral (as defined below), as more fully set forth in this Interim Order;

(g) upon entry of a Final Order, authorization for the Debtor to borrow under the DIP Facility and immediately repay the $4.955 million in Prepetition Collateral Agent Advances (as defined in the Motion) plus all fees, expenses, and accrued and unpaid interest (including default interest) thereon;

(h) upon entry of a Final Order, the waiver of (i) any right to surcharge the Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code and (ii) any rights under the "equities of the case" exception in section 552 of the Bankruptcy Code;

(i) modification of the Automatic Stay to the extent set forth herein and in the DIP Documents, and the waiver of any applicable stay (including under Bankruptcy Rules 4001 or 6004) and provision for immediate effectiveness of this Interim Order; and

(j) the scheduling by the Court of a final hearing (the "Final Hearing") on the Motion to consider entry of a Final Order authorizing the Debtors to access the full amount of the DIP Facility and use Cash Collateral on a final basis and approving the form of notice procedures with respect thereto.

This Court having held a hearing on February 1, 2018 (the "Interim Hearing") to consider the Motion and the relief requested therein; and the Final Hearing on the Motion having been scheduled for February [__], 2018; and after considering all of the pleadings filed with this Court; and after consideration of the evidence presented on the record at the Interim Hearing including without limitation, the admission into evidence of the *Declaration of James S. Feltman, Chief Restructuring Officer of Patriot National, Inc., in Support of First Day Relief* [D.I. ____]; and the Court having found that, under the circumstances, due and sufficient notice of the Motion and the Interim Hearing was provided by the Debtors in accordance with Bankruptcy Rules 2002 and 4001(b)(1), and the Local Rules; and it appearing that approval of the relief requested in the Motion is fair and reasonable and in the best interests of the Debtors' estates, their creditors, and all parties-in-interest, and is a sound and prudent exercise of the Debtors' business judgment; and the Court having determined that the relief requested in the Motion is necessary to avoid immediate and irreparable harm; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

BASED ON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[4]

A. **Petition Date**. On January 30, 2018 (the "Petition Date"), the Debtors commenced their bankruptcy cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). No trustee, examiner or creditors' committee has been appointed in these Chapter 11 Cases. The Debtors are operating their respective businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. **Jurisdiction; Venue**. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference of the United States District Court for the District of Delaware* dated as February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to Local Rule 9013-1(f) to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Notice**. Notice of the Interim Hearing and the emergency relief requested in the Motion has been provided to: (i) the U.S. Trustee; (ii) counsel for Cerberus Business Finance, LLC, as the DIP Agent and the Prepetition Agent; (iii) all other parties holding secured claims against the Debtors; (iv) those parties listed on the list of creditors holding the twenty (20) largest

4. Findings of fact shall be construed as conclusions of law, and conclusions of law be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

unsecured claims against the Debtors (on a consolidated basis), as identified in their chapter 11 petitions; (v) the Securities and Exchange Commission; (vi) the United States Attorney's Office for the District of Delaware; (vii) the Internal Revenue Service; and (viii) all the parties that have requested notice in this proceeding pursuant to Bankruptcy Rule 2002. Under the circumstances, such notice of the Motion, the relief requested therein and the Interim Hearing complies with Bankruptcy Rules 2002 and 4001(b) and (c) and the Local Rules, is good and sufficient, and no other or further notice of the Interim Hearing is or shall be required.

D. **Stipulations with Respect to Prepetition Secured Obligations**. Subject to the reservation set forth in Paragraph 15 of this Interim Order, the Debtors hereby admit, acknowledge, agree and stipulate as follows:

(i) As of the Petition Date, the Debtors were truly and justly indebted to the Prepetition Secured Parties under the Prepetition Loan Documents, without defense, counterclaim or offset of any kind, in the aggregate principal amount of not less than $213.8 million in respect of loans and other extensions of credit made, together with all accrued and unpaid interest (including default interest) with respect thereto, and any additional fees, costs, expenses, indemnities, and other obligations incurred in connection therewith (including any applicable premium, payment-in-kind obligations and any attorneys', financial advisors' and other professionals' fees and expenses that are chargeable or reimbursable under the Prepetition Loan Documents) now or hereafter due under the Prepetition Loan Documents. All obligations of the Debtors arising under the Prepetition Loan Documents (including, without limitation, the "Obligations" as defined in the Prepetition Loan Agreement) shall collectively be referred to herein as the "Prepetition Secured Obligations."

(ii) Pursuant to the Prepetition Loan Documents, the Debtors granted to the Prepetition Agent for the benefit of themselves and the Prepetition Secured Lenders a first priority valid, perfected and enforceable security interest (subject only to the Permitted Liens (as defined in the Prepetition Loan Documents)) (the "Prepetition Liens") in substantially all of the Debtors' personal property and Fixtures, both tangible and intangible, including, without limitation, Accounts, Chattel Paper, Commercial Tort Claims Deposit Accounts (other than Excluded Accounts), Documents, General Intangibles, Goods, Instruments, Investment Property, Intellectual Property, Letter-of-Credit Rights, Pledged Interests, Supporting Obligations, and Additional Collateral (each as defined in the Prepetition

Loan Documents) and the proceeds and recoveries of the foregoing, all as specifically set forth in the Prepetition Loan Documents (the "Prepetition Collateral").

(iii) (1) The Prepetition Secured Obligations constitute legal, valid and binding obligations of the Debtors; (2) no offsets, rights of recoupment, defenses or counterclaims to the Prepetition Secured Obligations exist; (3) no portion of the Prepetition Secured Obligations is subject to challenge or defense, avoidance, recharacterization, disallowance, reduction or subordination (whether equitable, contractual or otherwise), claims, counterclaims, cross-claims, offsets, defenses or any other challenges pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity; (4) the Prepetition Loan Documents are valid and enforceable by the Prepetition Agent for the benefit of the Prepetition Secured Parties against the Debtors in accordance with their terms (subject only to the Automatic Stay); (5) the liens and security interests of the Prepetition Agent and the other Prepetition Secured Parties constitute valid, binding, enforceable and perfected liens in and to the Prepetition Collateral, having the priority set forth in the Prepetition Loan Documents and subject only to certain liens, if any, permitted under the Prepetition Loan Documents and as otherwise set forth in this Interim Order and are not subject to avoidance, reduction, disallowance, disgorgement, counterclaim, surcharge or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (6) the Prepetition Secured Obligations constitute allowed claims against the Debtors' estates and are secured claims to the extent of the value of the Prepetition Secured Parties' Liens in the Prepetition Collateral; and (7) no claim of or cause of action in favor of the Debtors or the Debtors estates exists against the Prepetition Secured Parties (or any of them or their agents, each solely in such capacity), whether arising under applicable state or federal law (including, without limitation, any "lender liability" causes of action or recharacterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510 or 542 through 553 of the Bankruptcy Code), or whether arising under or in connection with any of the Prepetition Loan Documents (or the transactions contemplated thereunder), Prepetition Secured Obligations or Prepetition Liens, including without limitation, any right to assert any claim for disgorgement or recovery.

E. **Stipulations with Respect to Subordination Agreement.**

(i) The Prepetition Agent and the Debtors are party to that certain Intercompany Subordination Agreement, dated as of November 9, 2016 (as amended, restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Prepetition Subordination Agreement"), which sets forth subordination and other provisions governing the rights of the parties thereto. The Debtors admit, stipulate,

and agree that the Prepetition Subordination Agreement was entered into in good faith and is fair and reasonable to the parties thereto and enforceable in accordance with the terms thereof.

F. **Stipulations with Respect to the Approved Budget**.

(i) Attached hereto as **Exhibit "B"** is a 13-week cash-flow budget setting forth all projected cash receipts and cash disbursements (by line item) on a weekly basis (the "Initial Budget"). The Initial Budget shall be updated from time to time in accordance with Section 7.01(a)(ii) of the DIP Agreement (any such budget provided to the DIP Agent, an "Updated Budget"). The Initial Budget shall be the "Approved Budget" for all purposes under this Interim Order until such time as the DIP Agent and the Required Lenders approve, in their sole discretion, any Updated Budget as the Approved Budget. The Debtors shall provide a copy of any Updated Budget that becomes the Approved Budget to the Prepetition Agent and counsel for any official committee (if appointed).

(ii) The Debtors shall furnish to the DIP Agent the Compliance Certificate in accordance with Section 7.01(a)(iv) of the DIP Agreement and the Budget Variance Reports in accordance with Section 7.01(a)(iii) of the DIP Agreement.

(iii) Compliance with the Approved Budget (i.e., a determination of whether a Material Adverse Deviation has occurred) shall be tested in accordance with the DIP Agreement. The Debtors hereby confirm, acknowledge, and agree that, unless waived in writing by the DIP Agent (at the direction of the Required Lenders), (x) the occurrence of a Material Adverse Deviation shall constitute an Event of Default, and (y) the failure to timely deliver any Compliance Certificate or Budget Variance Reports shall constitute an Event of Default, in accordance with the DIP Agreement.

(iv) The Approved Budget is an integral part of this Interim Order and has been relied upon by the DIP Parties and the Prepetition Secured Parties in consenting to this Interim Order, providing the DIP Facility, and consenting to the use of Cash Collateral. The Debtors represent that the Approved Budget (a) includes and contains the Debtors' best estimates of receipts and all anticipated disbursements, fees, costs and other expenses that will be payable during the period covered by the Approved Budget, and (b) based on the Debtors' projections, is achievable and will allow the Debtors to continue to operate and pay certain postpetition obligations during the period covered by the Approved Budget.

(v) The consent of the DIP Agent to any Approved Budget shall not be construed as a commitment of the DIP Lenders to provide DIP Loans or of the DIP Parties or the Prepetition Secured Parties to permit the use of Cash Collateral after the occurrence of the Termination Date (as defined below).

(vi) The DIP Agent and Prepetition Agent (a) may assume the Debtors will comply with the Approved Budget, (b) shall have no duty to monitor such compliance, and (c) shall not be obligated to pay (directly or indirectly from the Collateral (as defined below)) any unpaid expenses incurred or authorized to be incurred pursuant to any Approved Budget. All advances and extensions of credit shall be based upon the terms and conditions of the DIP Documents, as the same may be adjusted from time to time with the consent of the DIP Parties. Subject to the terms and conditions of this Interim Order, the DIP Lenders shall have the right, but not the obligation, to extend credit independent of any Approved Budget line item restrictions on loan availability set forth in the DIP Documents, and all such DIP Loans shall be entitled to the benefits and protections of this Interim Order.

G. **Immediate Need for Funding**. Based upon the pleadings and proceedings of record in the Chapter 11 Cases, and given the Debtors' current financial condition, financing arrangements, and capital structure, the Debtors have an immediate need to obtain the DIP Facility and to use Cash Collateral to permit the Debtors to, among other things, continue the orderly operation of their businesses, maximize and preserve their going concern value pending the consummation of a chapter 11 plan, make payroll and satisfy other working capital and general corporate purposes, and pay other costs, fees and expenses associated with administration of the Chapter 11 Cases. In the absence of the authority of this Court to borrow under the DIP Agreement and use Cash Collateral, the Debtors' estates would suffer immediate and irreparable harm.

H. **No Credit on More Favorable Terms**. Based upon the pleadings and proceedings of record in the Chapter 11 Cases, the Debtors are unable to obtain financing from sources other than the DIP Lenders on terms more favorable than the DIP Facility and are unable to obtain adequate unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code. The Debtors also are unable to obtain unsecured credit with administrative priority under section 364(c)(1) or 364(d) of the Bankruptcy Code. The Debtors are unable to obtain the DIP Facility and the Prepetition Secured Parties' consent to use of Cash

Collateral without granting the DIP Liens, the Adequate Protection Liens, the DIP Superpriority Claims and the Adequate Protection Superpriority Claims (each as defined below). After considering all alternatives, the Debtors have concluded, in the exercise of their sound business judgment, that the DIP Facility, represents the best financing available to the Debtors at this time.

I. **Reasonable; Good Faith**. Based upon the pleadings and proceedings of record in the Chapter 11 Cases, the terms of the DIP Documents and the use of Cash Collateral described in this Interim Order, including, without limitation, the interest rates and fees payable pursuant to the DIP Documents, are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with the Debtors' fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The terms concerning the borrowing under the DIP Facility and use of Cash Collateral as provided for in this Interim Order were negotiated in good faith and at arms' length between the Debtors and the DIP Parties, and have been consented to by the Prepetition Secured Parties. Any DIP Loans and other financial accommodations made by the DIP Parties pursuant to the DIP Documents and this Interim Order, and the DIP Parties' and Prepetition Secured Parties' consent to the use of Cash Collateral under the terms of this Interim Order, shall be deemed to have been made in "good faith" as that term is used in section 364(e) of the Bankruptcy Code, and the DIP Parties and the Prepetition Secured Parties are entitled to the benefits attendant to such finding in the event that this Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

J. **Consent to Use of Cash Collateral**. The DIP Parties and the Prepetition Secured Parties have consented to the Debtors' proposed use of Cash Collateral on the terms and conditions set forth in this Interim Order, and such consent is binding on all the DIP Parties and

the Prepetition Secured Parties. The consent of the Prepetition Secured Parties to the Debtors' use of Cash Collateral is expressly limited to the postpetition financing being provided by the DIP Lenders and the use of Cash Collateral (as contemplated by this Interim Order, the DIP Documents, and the Approved Budget) and the provision of adequate protection herein, and shall not extend to any other postpetition financing.

K. **Liens and Superpriority Claims**. The liens and claims provided to the Prepetition Secured Parties and the DIP Parties for the incurrence of the DIP Obligations, the use of Cash Collateral, the use of other Collateral (as defined below), and any diminution in the value of the Prepetition Secured Parties' interests in the Prepetition Collateral from and after the Petition Date, including, without limitation, from the incurrence of the DIP Obligations and the granting of the DIP Liens, the Carve-Out (as defined below), the use of Cash Collateral and implementation of the Automatic Stay, pursuant to the provisions of this Interim Order, is consistent with and authorized by the Bankruptcy Code and is offered by the Debtors to protect such parties' interests in the Collateral in accordance with sections 361, 362, 363, 364, and 507 of the Bankruptcy Code. The liens and claims provided herein and the other benefits and privileges contained herein are necessary in order to, among other things, obtain the DIP Facility and the foregoing consents and agreements, and protect the Prepetition Secured Parties from any diminution in the value of their interests in the Prepetition Collateral.

L. **Good Cause Shown; Best Interest**. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and the Local Rules. Absent the financing under the DIP Facility, the use of Cash Collateral, and the entry of this Interim Order, the Debtors' estates will be immediately and irreparably harmed. This Court

concludes that good cause has been shown and that entry of this Interim Order is in the best interest of the Debtors' estates, creditors, and all other parties in interest.

M. **No Deemed Control**. Subject to the reservation set forth in Paragraph 15 of this Interim Order, the Debtors stipulate that none of the DIP Parties or the Prepetition Secured Parties is or shall be deemed to be in control of the Debtors' estates or be acting as a "responsible person" or "owner or operator" under any applicable law, including without limitation, any environmental law, with respect to the operation or management of the Debtors or any prepetition or postpetition activities of the Debtors solely by virtue of providing the DIP Facility, administering the DIP Loans, making the decision to collect the indebtedness and obligations owing thereunder, permitting the Debtors to use Cash Collateral, rejecting any proposed budget, accepting any Approved Budget, or taking any other actions expressly permitted or contemplated by this Interim Order.

N. **Section 552**. Each of the Prepetition Secured Parties is entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and, upon the entry of the Final Order, the "equities of the case" exception shall not apply.

Based on the foregoing, and upon the record made before this Court at the Interim Hearing, and good and sufficient cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. **Approval of Interim Order**. The Motion is approved on an interim basis on the terms and conditions set forth in this Interim Order. All objections to the entry of this Interim Order that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled on the merits. This Interim Order shall become effective immediately upon its entry.

2. **Authorization for DIP Financing**. The Debtors are authorized to execute and deliver the DIP Documents, and to take such actions as may be necessary or appropriate to cause the Debtors to perform any and all obligations thereunder. During the Interim Period, in accordance with and pursuant to the terms and provisions of this Interim Order, the Debtors are immediately authorized to incur DIP Obligations in the aggregate principal amount of up to a maximum of $5,000,000 (the "Initial Availability") in accordance with and subject to the terms of this Interim Order, the Approved Budget, and the DIP Documents. Notwithstanding the foregoing, the DIP Lenders shall have no obligation to make any loan or advance under the DIP Documents unless all of the conditions precedent to the making of such extension of credit under the DIP Documents and this Interim Order have been satisfied in full or waived in accordance with the DIP Documents.

3. **Valid and Binding Obligations**. All obligations under the DIP Documents and this Interim Order shall constitute valid and binding obligations of the Debtors' estates, enforceable against the Debtors' estates and each of their representatives, successors and assigns (including, without limitation, any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estates of the Debtors or any other fiduciary appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors), in accordance with their terms and the terms of this Interim Order, and no obligation, payment, transfer, or grant of a lien or security interest under the DIP Documents or this Interim Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under section 502(d) of the Bankruptcy Code) or subject to any avoidance, reduction, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, or any other challenges under

the Bankruptcy Code or any applicable law or regulation by any person or entity. Subject to Paragraph 15 of this Interim Order, the terms and provisions of this Interim Order shall also be binding on all of the Debtors' creditors, equity holders, statutory committees, trustees, and all other parties-in-interest.

4. **Authorization for Payment of DIP Financing Fees and Expenses**. All fees paid and payable, and all reasonable costs and expenses reimbursed or reimbursable (including, without limitation, all fees, costs and expenses referred to in the DIP Documents and the DIP Parties' reasonable attorneys' fees and expenses) as set forth in the DIP Documents are hereby approved. The Debtors are hereby authorized and directed to pay all such fees, costs, and expenses in accordance with the terms of the DIP Documents and this Interim Order, without any requirement that the Debtors, the DIP Parties or the DIP Parties' attorneys file any further application or other pleading, notice, or document with the Court for approval or payment of such fees, costs or expenses. The Debtors shall pay all reasonable out of pocket costs and expenses of the DIP Parties (in their capacity as such) (including all reasonable fees, expenses and disbursements of counsel, including, without limitation, the professional fees and expenses of Schulte Roth & Zabel LLP, Landis Rath & Cobb LLP, and a financial advisor engaged by the DIP Parties) in connection with the Chapter 11 Cases, including, without limitation, in connection with (a) the preparation, negotiation, execution and delivery of the DIP Documents, this Interim Order, and any Final Order, and the funding of all DIP Loans under the DIP Facility (whether incurred prior to, on, or after the Petition Date), (b) the administration of the DIP Facility and any amendment or waiver of any provision of the DIP Documents, this Interim Order, and any Final Order, and (c) the enforcement or protection of the DIP Parties' rights and remedies under the DIP Documents, this Interim Order, and any Final Order. Notwithstanding

anything to the contrary herein, the fees, costs and expenses of the DIP Parties payable under the DIP Documents, including, without limitation, all fees referred to in the DIP Documents and all reasonable attorneys' fees and expenses payable thereunder, shall (i) be deemed fully earned, non-refundable, and irrevocable as of the date of this Interim Order, (ii) not be subject to the Approved Budget, provided that the payment of such fees, costs and expenses shall not be included for the purpose of calculating a Material Adverse Deviation, (iii) be secured by the Collateral, and (iv) be afforded all of the priorities and protections afforded to the DIP Obligations under this Interim Order and the DIP Documents. The DIP Agent and the DIP Lenders shall receive payments in cash from the Debtors on a current basis of all fees, costs and expenses of and payable to the DIP Agent and the DIP Lenders under the DIP Documents, including but not limited to, the reasonable fees and disbursements of counsel, financial and other third party advisors, appraisers and consultants for the DIP Agent and the DIP Lenders, within ten (10) business days (if no written objection is received within five (5) business days) after such professional has delivered an invoice to the Debtors (subject in all respects to applicable privilege or work product doctrines) and without the necessity of filing motions or fee applications. Copies of all such invoices to the Debtors shall also be sent simultaneously to the U.S. Trustee and counsel for any official committee (if appointed). If an objection to a professional's invoice is received within five (5) business days from a party-in-interest after such professional's invoice has been delivered to the Debtors, the U.S. Trustee, and counsel for any official committee (if appointed), the Debtors shall only be required to pay the undisputed amount of the invoice and the Court shall have jurisdiction, upon a motion filed by the Debtors or such professional, to resolve all objections with respect to the disputed portion of such invoice.

5. **Payment of Prepetition Collateral Agent Advances**. Upon entry of a Final Order, and subject to the rights of the parties set forth in Paragraph 23, the Debtors are authorized to use the proceeds of the DIP Collateral and advances under the DIP Agreement to repay the $4.955 million in Prepetition Collateral Agent Advances plus all fees, expenses, and accrued and unpaid interest (including default interest) thereon.

6. **Budget**. (i) The Approved Budget annexed hereto as **Exhibit "B"** (as updated from time to time in accordance with the terms of the DIP Documents and this Interim Order) is hereby approved. Proceeds of the DIP Facility and Cash Collateral under this Interim Order shall be used by the Debtors only in accordance with the Approved Budget, the DIP Documents and this Interim Order as provided herein and therein. The DIP Parties and the Prepetition Secured Parties are relying upon the Debtors' compliance with the Approved Budget in determining to provide the DIP Facility and consent to the use of Cash Collateral. If the Debtors have any reason to believe that a Material Adverse Deviation has occurred or will occur, the Debtors shall promptly notify the DIP Agent and the Prepetition Agent. The DIP Agent shall be permitted to approve any Updated Budget as the Approved Budget without further order of this Court.

(ii) For the avoidance of doubt, no Retained Professionals shall be entitled to any compensation, reimbursement, or payment from proceeds of Collateral in excess of the amounts set forth for such Retained Professional in the Approved Budget.

7. **Reporting**. The Debtors shall timely provide all reports and notices as set forth herein, the Prepetition Loan Documents and the DIP Documents, including, without limitation, the Compliance Certificates (as defined in the DIP Agreement) and Budget Variance Reports to the DIP Agent and the Prepetition Agent.

8. **Payment Provisions**. The Debtors shall comply, without further order of this Court, with all of the provisions of the DIP Documents regarding the timing and application of all payments and prepayments (including any mandatory prepayment).

9. **Authorization to Use Cash Collateral**. During the Interim Period, in accordance with and pursuant to the terms and provisions of this Interim Order, the Debtors are authorized to use Cash Collateral for such purposes as may be contemplated hereunder and by the Approved Budget, provided that any such use of Cash Collateral is in accordance with the terms of the Approved Budget and this Interim Order.

10. **Deposit Accounts**. All cash receipts, Cash Collateral and all proceeds from the sale, transfer or other disposition of the Collateral (as defined below) and all other proceeds of such Collateral of any kind which is now or shall come into the possession or control of the Debtors, or to which the Debtors are now or shall become entitled, shall be promptly deposited into bank accounts under the control of the Debtors and identified to the Prepetition Agent and DIP Agent in writing (the "Deposit Accounts"). The Prepetition Agent and DIP Agent shall have perfected, valid and enforceable security interests in such Deposit Accounts, including (subject to the entry of a Final Order) any proceeds of actions the Debtors and/or any estate representative may bring under Sections 542, 544, 545, 547, 548, 549, 550, 551, 553(b) or 724(a) of the Bankruptcy Code or under similar laws of any other jurisdiction ("Avoidance Actions"), and such collections and proceeds shall be subject to, and shall be treated in accordance with, this Interim Order. For the avoidance of doubt, the Deposit Accounts in existence prior to the Petition Date have been identified to the Prepetition Agent and DIP Agent and shall remain in place, subject to any cash management orders consented to by the DIP Agent and Prepetition Agent and entered by this Court.

11. **Perfection in Cash**. The DIP Lenders' and Prepetition Secured Parties' security interests and liens in Cash Collateral shall, pursuant to this Interim Order, be, and hereby are, valid, enforceable, and perfected, effective as of the date of the entry of this Interim Order, and (notwithstanding any provisions of any agreement, instrument, document, the Uniform Commercial Code or any other relevant law or regulation of any jurisdiction) no further notice, filing or other act shall be required to effect such perfection.

12. **DIP Liens and DIP Superpriority Claims**. Until the indefeasible repayment in full in cash of the DIP Obligations, the DIP Parties are hereby granted the following:

a. DIP Liens. To secure the DIP Loan Obligations, the DIP Agent, on behalf and for the benefit of itself and the DIP Lenders, is hereby granted valid, enforceable, unavoidable and fully perfected (i) first priority liens and security interests pursuant to section 364(c)(2) of the Bankruptcy Code, (ii) junior priority liens and security interests pursuant to section 364(c)(3) of the Bankruptcy Code to the extent of certain liens, if any, permitted under the DIP Documents, and (iii) first priority priming liens and security interests pursuant to section 364(d)(1) on all Prepetition Collateral ((i), (ii) and (iii) being, collectively, the "DIP Liens"), in all prepetition and postpetition property, assets or interests in property or assets of the Debtors' estates of any kind or nature whatsoever, real or personal, tangible or intangible or mixed, now existing or hereafter acquired or created, including, without limitation, all "property of the estate" (within the meaning of section 541 of the Bankruptcy Code) of the Debtors, including any and all (x) accounts, inventory, goods, general intangibles, Patents, Trademarks, Copyrights, intangibles, payment intangibles, letters of credit, letter-of-credit rights, securities, money, securities accounts, supporting obligations, machinery and equipment, real property, fixtures, leases, all of the Equity Interests of each Subsidiary of the Debtors, all of the Equity Interests of all other Persons directly owned by the Debtors, money, investment property, deposit accounts, and all commercial tort claims, (y) to the extent such grant is not contrary to any applicable law, does not require the consent of any Person party thereto, or will not result in a default thereunder, contract rights, instruments, documents, documents of title, chattel paper, and licenses (provided that notwithstanding the foregoing, such grant shall be effective to the extent any such legal prohibition or term has been waived or would be rendered ineffective pursuant to Section 9-406, 9-408 or 9-409 of the Uniform

Commercial Code or other applicable law, and provided further that the DIP Liens and DIP Collateral shall in all cases include the proceeds thereof), and (z) all causes of action arising under the Bankruptcy Code or otherwise (including, without limitation, all Avoidance Actions and the proceeds thereof), and all cash and non-cash proceeds, rents, products and profits of any or all of the collateral described above (all such property of the Debtors' estates subject to the security interest referred hereto being hereafter collectively referred to as the "DIP Collateral," and together with the Prepetition Collateral, the "Collateral"). The term "Collateral" shall be subject to the exclusions set forth in Section 3.01(a) of the DIP Agreement. The DIP Liens shall be deemed to be legal, valid, binding, enforceable, perfected liens, not subject to subordination or avoidance, for all purposes in the Chapter 11 Cases. The DIP Liens shall be effective immediately upon the entry of this Interim Order and shall not at any time be made subject or subordinated to, or made *pari passu* with, any other lien, security interest or claim existing as of the Petition Date or created thereafter, including under sections 363 or 364(d) of the Bankruptcy Code or otherwise, other than certain liens, if any, permitted under the DIP Documents and the Carve-Out (as defined below). The DIP Liens shall be deemed to be perfected automatically in accordance with Paragraph 32 of this Interim Order.

b. DIP Superpriority Claims. The DIP Agent, on behalf and for the benefit of itself and the DIP Lenders, is hereby granted allowed superpriority administrative expense claims (the "DIP Superpriority Claims") under section 364(c)(1) of the Bankruptcy Code against the Debtors' estates for all DIP Obligations, which DIP Superpriority Claims shall have priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c) (subject to the entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, 1113 and 1114, or otherwise, provided, however, that the DIP Superpriority Claims shall be subject to and subordinate to, but exclusively to, the Carve-Out.

13. **Adequate Protection for the Prepetition Secured Parties**. In consideration for the use of the Prepetition Collateral (including Cash Collateral) and the priming of the Prepetition Liens by the DIP Liens, among other things, the Prepetition Secured Parties are entitled to adequate protection against any diminution in the value of their interests in the Prepetition Collateral as a result of (a) the Debtors' use of Cash Collateral; (b) the imposition of the Automatic Stay; (c) the granting of the DIP Superpriority Claims and the DIP Liens and the

subordination of their Prepetition Liens thereto and to the Carve-Out; or (d) otherwise, pursuant to sections 105(a), 361(a), 363(c) and 363(e) of the Bankruptcy Code until the indefeasible repayment in full in cash of the Prepetition Secured Obligations. The Prepetition Agent, on behalf and for the benefit of the Prepetition Secured Parties, is hereby granted, to the extent of the diminution in value of the Prepetition Collateral from and after the Petition Date as provided above, all of the following (collectively, the "Adequate Protection Obligations"):

a. Adequate Protection Liens. The Prepetition Agent, on behalf and for the benefit of itself and the Prepetition Secured Parties, is hereby granted valid, enforceable, unavoidable and fully perfected replacement liens and security interests (the "Adequate Protection Liens") in all Collateral, including Cash Collateral. The Adequate Protection Liens shall be supplemental to and in addition to the Prepetition Liens. The Adequate Protection Liens shall be deemed to be legal, valid, binding, enforceable, perfected liens, not subject to subordination or avoidance, for all purposes in the Chapter 11 Cases. The Adequate Protection Liens shall not be subordinated or be made *pari passu* with any other lien under sections 363 and 364 of the Bankruptcy Code or otherwise, provided, however, that the Adequate Protection Liens shall remain subject to and subordinate to, but exclusively to, subject only to certain liens, if any, permitted under the DIP Documents and the Prepetition Loan Documents, the Carve-Out and the DIP Liens, and subject further to the terms of this Interim Order. The Adequate Protection Liens shall be deemed to be perfected automatically in accordance with Paragraph 32 of this Interim Order.

b. Adequate Protection Superpriority Claims. The Prepetition Agent, on behalf and for the benefit of itself and the Prepetition Secured Lenders, is hereby granted superpriority administrative expense claims (the "Adequate Protection Superpriority Claims") under sections 503 and 507 of the Bankruptcy Code against the Debtors' estates to the extent that the Adequate Protection Liens do not adequately protect against the diminution in value of the Prepetition Collateral, which Adequate Protection Superpriority Claims, if any, shall have priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c) (subject to the entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, 1113 and 1114, or otherwise, provided, however, that the Adequate Protection Superpriority Claims shall remain subject to and junior to, but exclusively to, the Carve-Out and the DIP Superpriority Claims.

c. Fees and Expenses. The Debtors are authorized and directed to pay, as adequate protection to the Prepetition Agent, all accrued and unpaid fees and disbursements owing to the Prepetition Agent under the Prepetition Loan Documents, whether accrued prior to or following the Petition Date, as and when such fees and disbursements become due and payable (but for the commencement of the Chapter 11 Cases) in accordance therewith. As additional adequate protection, the Debtors shall also pay to the Prepetition Agent all reasonable and documented fees and out-of-pocket expenses of its professionals in accordance with the terms of the Prepetition Loan Documents, provided that the payment of such fees and expenses shall not be included for the purpose of calculating a Material Adverse Deviation. The Prepetition Agent shall receive payments in cash from the Debtors on a current basis of all fees, costs and expenses of and payable to the Prepetition Agent under the Prepetition Loan Documents, including but not limited to, the reasonable and documented fees and out-of-pocket expenses of counsel, financial and other third party advisors, appraisers and consultants for the Prepetition Agent, within ten (10) business days (if no written objection is received within five (5) business days) after such professional has delivered an invoice to the Debtors (subject in all respects to applicable privilege or work product doctrines) and without the necessity of filing motions or fee applications. Copies of all such invoices to the Debtors shall also be sent simultaneously to the U.S. Trustee and counsel for any official committee (if appointed). If an objection to a professional's invoice is received within five (5) business days from a party-in-interest after such professional's invoice has been delivered to the Debtors, the U.S. Trustee, and counsel for any official committee (if appointed), the Debtors shall only be required to pay the undisputed amount of the invoice and the Court shall have jurisdiction, upon a motion filed by the Debtors or such professional, to resolve all objections with respect to the disputed portion of such invoice.

14. **Right to Seek Additional Adequate Protection**. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of any of the Prepetition Secured Parties to seek additional forms of adequate protection or additional or further restrictions on the Debtors' use of Cash Collateral at any time, provided, however, that any such additional adequate protection, as applicable, shall be subject to the same relative priority as such party's Adequate Protection Liens and Adequate Protection Superpriority Claims as provided in this Interim Order.

15. **Reservation of Certain Third Party Rights and Bar of Challenges and Claims**. The Debtors' stipulations, admissions, and releases set forth in Paragraph D of this Interim Order shall be binding upon the Debtors upon entry of this Interim Order. Any party-in-interest with standing (other than the Debtors) shall have until the earliest of (i) if an official committee is appointed, sixty (60) calendar days from the date of its formation; (ii) if no official committee is appointed, seventy-five (75) days from the date of entry of this Interim Order; (iii) the date of the commencement of a hearing to consider the entry of an order authorizing procedures for the sale of all or substantially all of the assets of the Debtors; and (iv) the date of the commencement of a hearing to consider confirmation of a chapter 11 plan in these Chapter 11 Cases (each, a "Challenge Period," and the last day of any such Challenge Period, the "Challenge Termination Date"), to commence an appropriate contested matter or adversary proceeding asserting any Challenge (as defined in Paragraph 23 below). The applicable Challenge Period may only be extended with the written consent of the party against whom such Challenge is to be asserted or by the Court for cause following notice and a hearing at which only the party seeking the extension of the Challenge Period and the party against whom such Challenge is to be asserted may be heard. If a Challenge is not filed on or before the Challenge Termination Date, then: (a) the agreements, acknowledgements and stipulations contained in Paragraph D of this Interim Order shall be irrevocably binding on the Debtors' estates and all parties-in-interest and any and all successors-in-interest as to any of the foregoing (including, without limitation, any official committee or trustee) without further action by any party or this Court, and any other party-in-interest and any and all successors-in-interest as to any of the foregoing shall thereafter be forever barred from bringing any Challenge; (b) the Prepetition Liens shall be deemed to constitute valid, binding, enforceable and perfected liens and security

interests not subject to avoidance or disallowance pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (c) the Prepetition Secured Obligations shall be deemed to be, as of the Petition Date, finally allowed claims, secured to the extent of the value of the Prepetition Secured Parties' Liens in the Prepetition Collateral, for all purposes against the Debtors, and shall not be subject to challenge by any party-in-interest as to amount, validity, priority or otherwise; and (d) the Debtors and the Debtors' estates shall be deemed to have released, waived and discharged the Prepetition Secured Parties, together with each of their respective affiliates, parents, subsidiaries, partners, controlling persons, agents, attorneys, advisors, professionals, officers, directors and employees, each in such capacity, from any and all claims and causes of action arising out of, based upon or related to, in whole or in part, the Prepetition Secured Obligations, the Prepetition Loan Documents, or any action or failure to act by any Prepetition Secured Party in connection therewith. Notwithstanding anything to the contrary herein: (x) if any Challenge is timely commenced, the stipulations, admissions, and releases contained in Paragraph D of this Interim Order shall nonetheless remain binding and preclusive on all parties-in-interest (other than the party that has timely brought (and only to the extent asserted) a Challenge in connection therewith) except to the extent that such stipulations are successfully challenged in such Challenge; (y) the Prepetition Secured Parties and the DIP Parties reserve all of their rights to contest on any grounds any Challenge; and (z) the Prepetition Secured Parties and the DIP Parties shall comply with any and all orders of the Bankruptcy Court in connection with a successful Challenge; provided, however, that the Prepetition Secured Parties and the DIP Parties preserve any and all of their rights to appeal and seek a stay of any orders of the Bankruptcy Court issued in connection with such successful Challenge. For the avoidance of doubt, nothing in this Interim Order vests or confers on any "person" (as defined in the

Bankruptcy Code) standing or authority to bring, pursue or settle any cause of action belonging to the Debtors or their estates.

16. **Carve-Out**.

a. Carve-Out. Subject to the terms and conditions contained in this Paragraph 16, each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and the Adequate Protection Superpriority Claims shall be subject and subordinate to the "Carve-Out" which shall be limited to: (i) all unpaid fees required to be paid in these Chapter 11 Cases to the clerk of the Bankruptcy Court and to the Office of the U.S. Trustee under 28 U.S.C. § 1930(a)(6); (ii) all reasonable fees and expenses incurred by a chapter 7 trustee under section 726(b) of the Bankruptcy Code not to exceed $50,000; (iii) subject to the Approved Budget and the terms and conditions of this Interim Order, all unpaid fees, costs, and disbursements (exclusive of any success or similar fee) of professionals retained by the Debtors pursuant to section 327, 328, 330, 331, or 363 of the Bankruptcy Code or any official committee of unsecured creditors pursuant to section 1103 of the Bankruptcy Code (collectively, the "Retained Professionals") that are incurred on and prior to the business day immediately following the date of delivery by the DIP Agent of an Enforcement Notice (as defined below) (a "Carve-Out Trigger Date") and that are allowed, whether before or after the applicable Carve-Out Trigger Date, pursuant to an order of the Court under sections 327, 328, 330, 331, 363, or 1103 of the Bankruptcy Code and remain unpaid after application of any prepetition retainers being held by such Retained Professionals; and (iv) subject to the Approved Budget and the terms and conditions of this Interim Order, the unpaid fees, costs, and disbursements of the Retained Professionals that are incurred after a Carve-Out Trigger Date and prior to the applicable Event of Default being cured in accordance with the DIP Documents

and this Interim Order (such period, the "Carve-Out Expense Reduction Period"), and that are allowed at any time by the Court under sections 327, 328, 330, 331, 363, or 1103 of the Bankruptcy Code, in an aggregate amount not to exceed $200,000 (which amount shall be reduced on a dollar-for-dollar basis to the extent of all prepetition retainers held by any Retained Professionals and not applied pursuant to clause (iii) or otherwise); provided, that for the avoidance of doubt, so long as no Carve-Out Expense Reduction Period shall be continuing, the payment of such fees, costs, and disbursements of the Retained Professionals shall not reduce the remaining amount available under clause (iv) (the amount set forth in this clause (iv), plus the amount set forth in clause (iii), the "Professional Fee Carve-Out Cap"). The term "Enforcement Notice" shall mean a written notice (which may be by electronic mail) of the occurrence and continuance of an Event of Default under the DIP Agreement delivered by the DIP Agent to the Debtors, the Prepetition Agent, counsel to any official committee, and the U.S. Trustee.

b. No Direct Obligation to Pay Professional Fees; No Waiver of Right to Object to Fees. Neither the DIP Parties nor the Prepetition Secured Parties shall be responsible for the direct payment or reimbursement of any fees or disbursements of any of the Retained Professionals incurred in connection with the Chapter 11 Cases or any successor case under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed (i) to obligate the DIP Parties or the Prepetition Secured Parties in any way to pay compensation to, or to reimburse expenses of, any of the Retained Professionals or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement or (ii) to increase the Carve-Out if actual allowed fees and expenses of the Retained Professionals exceed the Professional Fee Carve-Out Cap. Notwithstanding any provision in this Paragraph 16 to the

contrary, no portion of the Carve-Out, Cash Collateral, Collateral or proceeds of the DIP Facility shall be utilized for the payment of professional fees and disbursements to the extent restricted under Paragraph 23 hereof.

17. **No Waiver of Prepetition Loan Agreement Provisions; Reservation of Rights**. Except as otherwise specifically provided in this Interim Order, nothing contained in this Interim Order shall be deemed a waiver or constitute a consent to the modification of any provision contained in the Prepetition Loan Documents or the Prepetition Subordination Agreement by the Prepetition Secured Parties, including, but not limited to, the incurrence of any lien in connection therewith or the making of any payment by any Debtor. Further, except as may be expressly provided for in this Interim Order, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the rights of the Prepetition Secured Parties to seek any other or supplemental relief in respect of the Debtors' estates, (b) the rights of the Prepetition Secured Parties under the Prepetition Loan Documents (excluding any rights that the Prepetition Secured Parties may have solely as a result of the commencement of these Chapter 11 Cases and subject to the Automatic Stay), the Prepetition Subordination Agreement (including, without limitation, the turnover provisions contained therein), the Bankruptcy Code or other applicable law, or (c) any rights, claims or privileges (whether legal, equitable or otherwise) of the Prepetition Secured Parties.

18. **Termination**. Notwithstanding anything in this Interim Order to the contrary, (a) the DIP Lenders' commitments and obligations under the DIP Documents, including the DIP Loans made pursuant to this Interim Order and the DIP Documents, will mature, and together with all interest thereon and any other obligations accruing under the DIP Documents, become due and payable (unless such obligations become due and payable earlier

pursuant to the terms of the DIP Documents and this Interim Order by way of acceleration or otherwise), and (b) the Debtors' right to draw on the DIP Facility and use Cash Collateral as herein authorized, shall terminate (a "Termination") on the earliest of: (i) the delivery of an Enforcement Notice upon the occurrence of an Event of Default in accordance with the DIP Documents; (ii) the date which is thirty-five (35) days after the Petition Date if the Court has not entered the Final Order on or prior to such date (or such later date as may be agreed by the Debtors and the DIP Agent); (iii) May 30, 2018; (iv) the date on which the sale, transfer or other disposition of all or substantially all of the Debtors' assets is consummated; (v) the date on which the DIP Obligations have been indefeasibly paid in full in cash; (vi) the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of a plan of reorganization in the Chapter 11 Cases that has been confirmed by an order of the Court; or (viii) as otherwise ordered by the Court (each, a "Termination Date"). Any Termination shall not affect the validity, priority or enforceability of any and all rights, remedies, benefits and protections provided to the DIP Parties or the Prepetition Secured Parties under the DIP Documents and this Interim Order as of the Termination Date, which rights, remedies, benefits and protections shall survive such Termination.

19. **Remedies and Stay Modification**.

a. The Automatic Stay, to the extent applicable, is vacated and modified without further application or motion to, or order from, the Court, to the extent necessary to permit the following, and neither section 105 of the Bankruptcy Code nor any other provision of the Bankruptcy Code or applicable law shall be utilized to prohibit the exercise, enjoyment and enforcement of any of such rights, benefits, privileges and remedies regardless of any change in circumstances (whether or not foreseeable), whether or not an Event of Default (as defined in

the DIP Agreement) under the DIP Documents or a default by the Debtors of any of their obligations under this Interim Order has occurred including, without limitation, (i) to require all cash, checks or other collections or proceeds from DIP Collateral received by the Debtors to be deposited in accordance with the requirements of the DIP Documents or written instructions of the DIP Agent, and to apply any amounts so deposited and other amounts paid to or received by the DIP Agent under the DIP Documents in accordance with any requirements of the DIP Documents, (ii) the right to file or record any financing statements, mortgages or other instruments or other documents to evidence the security interests in and liens upon the DIP Collateral, (iii) the right to charge and collect any interest, fees, costs and other expenses accruing at any time under the DIP Documents as provided therein, and (iv) the right to give the Debtors any notice provided for in any of the DIP Documents or this Interim Order.

b. Subject to Paragraph 19(d) below, the Automatic Stay is vacated and modified without the need for further Court order to permit the DIP Agent, upon the occurrence and during the continuance of an Event of Default or a violation of the terms of or a default under this Interim Order, and without any interference from the Debtors or any other party in interest, to (i) (A) cease making DIP Loans and/or suspend or terminate the commitments under the DIP Documents, and (B) declare all DIP Obligations to be immediately due and payable, and (ii) subject to the passage of five (5) days following delivery of an Enforcement Notice (which may be delivered by electronic mail) (the "Remedies Notice Period") to the Debtors, the Prepetition Agent, counsel to any official committee, and the U.S. Trustee, to exercise all rights and remedies provided for in the DIP Documents, this Interim Order or under other applicable bankruptcy and non-bankruptcy law including, without limitation, the right to (A) take any actions reasonably calculated to preserve or safeguard the DIP Collateral or to prepare the DIP

Collateral for sale; (B) foreclose or otherwise enforce the DIP Liens on any or all of the DIP Collateral; (C) set off any amounts held as Cash Collateral (including, without limitation, in any Cash Collateral account held for the benefit of the DIP Lender); and/or (D) exercise any other default-related rights and remedies under the DIP Documents or this Interim Order. The Remedies Notice Period shall run concurrently with any notice period provided for herein and under the DIP Documents.

c. Notwithstanding anything herein to the contrary, immediately upon the Termination Date or a default by the Debtors of any of their obligations under the DIP Documents or this Interim Order, the DIP Parties may charge interest at the default rate set forth in the DIP Documents without being subject to the Remedies Notice Period.

d. The Automatic Stay, to the extent applicable, shall be deemed terminated without the necessity of any further action by the Court in the event that the Debtors, any official committee, the U.S. Trustee, and/or party in interest has not obtained an order from this Court to the contrary prior to the expiration of the Remedies Notice Period. The sole issue that may be raised by the Debtors, any official committee, the U.S. Trustee, and/or party-in-interest at any hearing to re-impose or continue the Automatic Stay or to obtain any other injunctive or other relief shall be limited to whether or not an Event of Default has occurred and is continuing under the DIP Documents. In any hearing seeking to re-impose the Automatic Stay, the party seeking such relief shall bear the burden of proof that no Event of Default had occurred or is continuing.

e. If the DIP Agent is entitled, and has elected in accordance with the provisions hereof, to enforce its liens or security interests or exercise any other default-related remedies following expiration of the Remedies Notice Period, the Debtors shall cooperate with

the DIP Agent in connection with such enforcement by, among other things, (i) providing at all reasonable times access to the Debtors' premises to representatives or agents of the DIP Agent (including any collateral liquidator or consultant), (ii) providing the DIP Agent and its representatives or agents, at all reasonable times access to the Debtors' books and records and any information or documents requested by the DIP Agent or its representatives, (iii) performing all other obligations set forth in the DIP Documents, and (iv) taking reasonable steps to safeguard and protect the DIP Collateral, and the Debtors shall not otherwise interfere with or actively encourage others to interfere with the DIP Agent's enforcement of rights.

f. Upon the occurrence and during the continuance of an Event of Default under the DIP Documents, a violation of the terms of or a default under this Interim Order, or the occurrence of the Termination Date, the DIP Agent may collect and sweep cash as provided herein or as provided in the DIP Documents.

h. This Court shall retain exclusive jurisdiction to hear and resolve any disputes and enter any orders required by the provisions of this Interim Order and relating to the application, re-imposition or continuance of the Automatic Stay or other injunctive relief requested, subject to the limitations on any such request as set forth in Paragraph 19(d).

i. Upon the payment in full in cash of all DIP Obligations and termination of the commitments under the DIP Documents, the Prepetition Secured Parties shall be entitled to pursue any rights and remedies against any remaining Collateral existing at such time (on the same basis the DIP Parties are authorized to pursue remedies under this Order) unless the Debtors are then in full compliance with the terms of this Interim Order or the Prepetition Secured Obligations have been indefeasibly paid in cash in full.

20. **Collateral Rights**. Without limiting any of the provisions of this Interim Order, until all of the Prepetition Secured Obligations and DIP Obligations have been indefeasibly paid and satisfied in full in cash: (a) no party other than the DIP Agent (or the Prepetition Agent after the payment and indefeasible satisfaction in full in cash of the DIP Obligations) shall foreclose or otherwise seek to enforce any junior lien or claim in any Collateral, and (b) upon and after the occurrence of an Event of Default, and the DIP Agent (or the Prepetition Agent after the payment and indefeasible satisfaction in full in cash of the DIP Obligations) obtaining relief from the Automatic Stay as provided for herein, in connection with a liquidation of any of the Collateral, the Prepetition Agent or the DIP Agent (or any of their employees, agents, consultants, contractors or other professionals), as applicable, shall have the right to: (i) enter upon, occupy and use any real or personal property, fixtures, equipment, leasehold interests or warehouse arrangements owned or leased by the Debtors, and (ii) use any and all trademarks, tradenames, copyrights, licenses, patents or any other similar assets of the Debtors' estates, which are owned by or subject to a lien of any third party and which were used by the Debtors in their businesses. The DIP Parties or Prepetition Secured Parties, as applicable, will be responsible for the payment of any applicable fees, rentals, royalties or other amounts due such lessor, licensor or owner of such property for the period of time that the Prepetition Agent or DIP Agent actually uses the equipment or the intellectual property (but in no event for any accrued and unpaid fees, rentals or other amounts due for any period prior to the date that the Prepetition Agent or DIP Agent actually occupies or uses such assets or properties), which amounts shall be subject to reimbursement by the Debtors' estates and treated as a portion of the Prepetition Secured Obligations or DIP Obligations (as applicable). The Debtors shall cooperate with any reasonable requests of the Prepetition Agent or DIP Agent to facilitate the sale, transfer,

lease or disposition of any Collateral contemplated above, including, but not limited to, prosecuting motions to sell, transfer, lease, or dispose of the Collateral and establish bidding and sale procedures, auction dates, and other sale-related milestones.

21. **Disposition of Collateral**. Unless such disposition will result in the indefeasible payment in full in cash of the DIP Facility and the Prepetition Secured Obligations, the Debtors shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral in any way inconsistent with the terms and conditions of this Interim Order, the DIP Documents, or the Prepetition Loan Documents without the prior written consent of the Prepetition Agent and the DIP Agent (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Agent, any DIP Lender, the Prepetition Agent or the Prepetition Secured Lenders, as applicable) and an order of this Court. As a condition to the execution and delivery of the DIP Documents, the extension of credit under the DIP Facility, and the authorization to use Cash Collateral, the Debtors agree that as of and commencing on the date of this Interim Order, the Debtors shall apply all proceeds of Collateral in accordance with the DIP Documents, the Approved Budget, and this Interim Order.

22. **Rights of Access and Information**. Upon reasonable notice, the Debtors shall permit employees, legal counsel, financial advisors, representatives, agents, and other professionals of the DIP Agent or the Prepetition Agent to have reasonable access to the Debtors' premises, non-privileged books and records, and the Debtors' professionals during normal business hours for purposes of conducting detailed due diligence with respect to the Debtors' administration of the estate, and the Debtors and the Debtors' advisors and representatives shall reasonably cooperate and consult with, and provide to such persons all such non-privileged information as they may reasonably request.

23. **Restriction on Use of Funds**. Notwithstanding anything herein to the contrary, no proceeds of the DIP Facility, Collateral, or Cash Collateral may be used by the Debtors, any official committee, or any other person or entity without the consent of the DIP Parties and/or the Prepetition Secured Parties in connection with any of the following (each, a "Challenge"): (a) the investigation (including by way of examinations or discovery proceedings), initiation, assertion, joining, commencement, support or prosecution of any claims, causes of action, adversary proceedings, or other litigation against any of the DIP Parties, including the DIP Agent and DIP Lenders, or Prepetition Secured Parties, or any of their respective officers, directors, employees, agents, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action or other matter in any way related to the DIP Documents or the Prepetition Loan Documents (including formal discovery proceedings in anticipation thereof), including, without limitation, (i) investigating or challenging the amount, validity, extent, perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to the DIP Obligations, DIP Superpriority Claims or the DIP Liens; (ii) investigating or challenging the amount, validity, extent, perfection, priority, or enforceability of, or asserting any defense, counterclaim, or offset to the Prepetition Secured Obligations, Prepetition Liens, Adequate Protection Superpriority Claims or Adequate Protection Liens; (iii) investigating or asserting any claims or causes of action arising under chapter 5 of the Bankruptcy Code or under similar laws of any jurisdiction against any of the Prepetition Secured Parties; (iv) investigating or asserting any so-called "lender liability" claims and causes of action against any of the Prepetition Secured Parties or the DIP Parties; and (v) any action seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the Prepetition Secured Obligations, the DIP Obligations, the DIP Superpriority Claim, the Adequate Protection

Superpriority Claim; the DIP Liens or the Adequate Protection Liens; (b) asserting any claims or causes of action against the DIP Parties or the Prepetition Secured Parties in such capacity, including, without limitation, claims or actions to object to or contest in any manner the DIP Parties' or the Prepetition Secured Parties' assertion or enforcement of any lien, claim, right or security interest or realization upon any Collateral in accordance with the terms and conditions of the DIP Documents, the Prepetition Loan Documents, or this Interim Order; (c) seeking to modify any of the rights, remedies, priorities, privileges, protections and benefits granted to the DIP Parties or the Prepetition Secured Parties hereunder or under the DIP Documents or Prepetition Loan Documents (as applicable), in each of the foregoing cases without such applicable parties' prior written consent; provided, however, that the proceeds of the DIP Facility, Collateral, or Cash Collateral shall be available for payment of any fees or expenses incurred by any official committee (if appointed) to investigate, but not prosecute, any potential Challenge with respect to the Prepetition Secured Obligations and the validity and perfection of the Prepetition Liens in an amount not to exceed $25,000. In addition, no proceeds of the DIP Facility, Collateral, or Cash Collateral may be used by the Debtors, any official committee, or any other person or entity without the consent of the DIP Parties and/or the Prepetition Secured Parties: (x) to pay any amount on account of any claims arising prior to the Petition Date unless such payments are (I) approved by an order of the Bankruptcy Court and (II) in accordance with the DIP Agreement and the Approved Budget or this Interim Order; (y) for any purpose that is prohibited under the Bankruptcy Code; or (z) to seek or obtain financing or other financial accommodation from a source other than the Prepetition Secured Parties or the DIP Parties unless such financing or financial accommodation would cause each of the DIP Obligations and the Prepetition Secured Obligations to be indefeasibly satisfied in full in cash.

24. **Avoided Payments.** In the event that the Prepetition Secured Parties are required to repay or disgorge to the Debtors or any representative of the Debtors' estates, and have repaid, all or any portion of the Prepetition Secured Obligations authorized and directed to be repaid pursuant to any Bankruptcy Order (as defined in the DIP Agreement), as the case may be, or any payment on account of the Prepetition Secured Obligations made to any Prepetition Secured Lender is rescinded for any reason whatsoever, including, but not limited to, as a result of any Avoidance Action, or any other action, suit, proceeding or claim brought under any other provision of the Bankruptcy Code or any applicable state law, or any other similar provisions under any other state or federal statutory or common law (all such amounts actually received by the Debtors or any representative of the Debtors' estates being hereafter referred to as the "Avoided Payments"), then, in such event, the Debtors shall, subject to the entry of a Final Order, prepay the DIP Loans in an amount equal to the lesser of (A) the outstanding principal amount of the Loans and (B) 100% of such Avoided Payments (with a corresponding permanent reduction in any undrawn Total Commitment (as defined in the DIP Agreement) to the extent that such Avoided Payments exceed the outstanding principal amount of the Loans) immediately upon receipt of the Avoided Payments by the Debtors or any representative of the Debtors' estates.

25. **Further Assurances**. The Debtors are authorized to negotiate, prepare, enter into, execute and deliver to the DIP Parties and the Prepetition Secured Parties, all such agreements, financing statements, instruments and other documents as the DIP Parties or the Prepetition Secured Parties may reasonably request to evidence, confirm, validate or perfect the DIP Liens or Adequate Protection Liens granted pursuant hereto. Further, the Debtors are authorized to do and perform all acts, to make, execute and deliver all instruments and

documents (including, without limitation, the execution of additional security agreements, pledge agreements, control agreements, mortgages and financing statements), and to pay all fees and expenses, that may be required or necessary for the Debtors' performance under the DIP Documents (including this Interim Order).

26. **Good Faith Under Section 364(e)**. Based upon the record before the Court, the DIP Parties and the Prepetition Secured Parties have acted in good faith and at arm's length in connection with this Interim Order and are entitled to rely upon the protections granted herein and by section 364(e) of the Bankruptcy Code. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all provisions of this Interim Order are hereafter reargued, reconsidered, reversed, modified, amended or vacated by a subsequent order of this Court or any other court, the DIP Parties and the Prepetition Secured Parties are entitled to the protections provided in section 364(e) of the Bankruptcy Code through and including the date upon which the DIP Agent and the Prepetition Agent receive written notice of the entry of such subsequent order.

27. **Indemnification**. The Debtors shall indemnify and hold harmless the Indemnitees (as defined in the DIP Agreement) in accordance with the terms and conditions of the DIP Agreement. The Bankruptcy Court shall retain jurisdiction with respect to the allowance (or disallowance) of any claim for indemnification asserted by any Indemnitee and the amount, if any, of any such liability.

28. **Amendments, Consents, Waivers, and Modifications**. The Debtors and the DIP Agent, in accordance with the terms and conditions of the DIP Documents, may enter into any amendments, consents, waivers or modifications to the DIP Documents (in accordance

with the terms of the applicable DIP Document(s)) without the need for further notice and hearing or any order of this Court; provided, that (i) no such amendment, consent, waiver or modification increases the aggregate principal amount of the DIP Obligations, increases the interest rate or the fees payable, extends the final maturity date or imposes covenants or defaults on the Debtors additional to and/or more onerous (including the addition of any additional Event of Default) than such covenants or defaults set forth in Article VII and Article IX of the DIP Agreement filed herewith, and (ii) a copy of any such amendments, consents, waivers or modifications shall be provided by the Debtors to the Prepetition Agent, the U.S. Trustee, and counsel for any official committee (if appointed).

29. **506(c) Waiver; No Marshaling**. (i) The Debtors irrevocably waive the right to assert any surcharge claim under section 506(c) of the Bankruptcy Code, or otherwise, for any costs and expenses incurred in connection with the preservation, protection, or enhancement of, or realization by the DIP Parties upon, the DIP Collateral. None of the DIP Parties shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to the DIP Collateral. Without limiting the generality of the immediately preceding sentence, no party (other than the DIP Parties) shall be entitled, directly or indirectly, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of the DIP Collateral after an Event of Default.

(ii) Upon the entry of the Final Order, the Debtors shall irrevocably waive the right to assert any surcharge claim under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the Prepetition Secured Parties upon, the Collateral. Upon the entry of the Final Order, none of the Prepetition Secured Parties shall be subject to the equitable doctrine of

"marshaling" or any other similar doctrine with respect to the Prepetition Collateral. Without limiting the generality of the immediately preceding sentence, no party (other than the Prepetition Secured Parties) shall be entitled, directly or indirectly, to direct the exercise of remedies or seek (whether by order of this Court or otherwise) to marshal or otherwise control the disposition of the Prepetition Collateral after an Event of Default.

30. **Section 552(b)**. (i) The DIP Parties are entitled to all of the rights and benefits of section 552 of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the DIP Parties, with respect to proceeds, product, offspring, or profits of any of the DIP Collateral.

(ii) Upon entry of the Final Order, the Prepetition Secured Parties shall each be entitled to all of the rights and benefits of section 552 of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured Parties, with respect to proceeds, product, offspring or profits of any of the Prepetition Collateral.

31. **Restrictions on Granting Post-Petition Liens**. Other than as otherwise provided in this Interim Order or permitted under the DIP Documents, no claim or lien having a priority superior to or *pari passu* with those granted by this Interim Order to the DIP Parties or the Prepetition Secured Parties shall be granted or permitted by any order of this Court entered in the Chapter 11 Cases while any portion of the DIP Obligations, the Prepetition Secured Obligations, or the Adequate Protection Obligations are outstanding.

32. **Automatic Effectiveness of Liens.** The DIP Liens and (subject to the provisions of Paragraph 15 of this Interim Order) the Adequate Protection Liens shall not be subject to a challenge and shall attach and become valid, perfected, enforceable, non-avoidable

and effective by operation of law as of the Petition Date without any further action by the Debtors, the DIP Parties, or the Prepetition Secured Parties and without the necessity of execution by the Debtors or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, filings with the U.S. Patent and Trademark Office or the Library of Congress or any other applicable filing or registry in any applicable jurisdiction, or other documents or the taking of any other actions. If the DIP Agent or the Prepetition Agent hereafter requests that the Debtors execute and deliver to the DIP Agent or the Prepetition Agent financing statements, security agreements, collateral assignments, mortgages, or other instruments and documents considered by such agent to be reasonably necessary or desirable to further evidence the perfection of the DIP Liens or the Adequate Protection Liens, the Debtors are hereby authorized to execute and deliver such financing statements, security agreements, mortgages, collateral assignments, instruments, and documents, and the DIP Agent and the Prepetition Agent are hereby authorized to file or record such documents in their discretion without seeking modification of the Automatic Stay, in which event all such documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Interim Order.

33. **Proofs of Claim**. None of the DIP Lenders, the DIP Agent, the Prepetition Agent nor the Prepetition Secured Lenders will be required to file proofs of claim or requests for payment of administrative expenses on account of all or any portion of the Prepetition Secured Obligations, the DIP Obligations, or the Adequate Protection Obligations and all rights, defenses, rights of offset or recoupment that the DIP Parties or the Prepetition Secured Parties may have are expressly preserved.

34. **Binding Effect**. The provisions of this Interim Order shall not be stayed and shall be binding upon and inure to the benefit of the DIP Parties, the Prepetition Secured Parties, the Debtors, and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estates of the Debtors) or any other fiduciary appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors. Such binding effect is an integral part of this Interim Order.

35. **Survival**. The provisions of this Interim Order and any actions taken pursuant hereto shall survive the entry of any order converting or dismissing the Chapter 11 Cases, and the terms and provisions of this Interim Order as well as the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens and the Adequate Protection Superpriority Claims granted pursuant to this Interim Order shall continue in full force and effect notwithstanding the entry of any such order. Such claims and liens shall maintain their priority as provided by this Interim Order and to the maximum extent permitted by law, until all of the DIP Obligations and Prepetition Secured Obligations are indefeasibly paid in full in cash and discharged, as applicable. To the extent provided in section 364(e) of the Bankruptcy Code, if any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification or vacatur shall not affect the validity, priority or enforceability of the DIP Liens, the DIP Obligations, Prepetition Liens, the Prepetition Secured Obligations, the Adequate Protection Liens or the Adequate Protection Superpriority Claims incurred prior to actual receipt of written notice to the DIP Agent or Prepetition Agent (as applicable) of the effective date of such reversal, stay, modification or vacatur. Prior to actual receipt of written notice by the DIP Agent or the Prepetition Agent of the effective date of any reversal, stay, modification or vacatur, any use of the DIP Facility, Collateral (including Cash

Collateral) or any DIP Liens, DIP Obligations, Adequate Protection Liens and Adequate Protection Superpriority Claims incurred by the Debtors hereunder, as the case may be, shall be governed in all respects by the original provisions of this Interim Order and the DIP Parties and the Prepetition Secured Parties shall be entitled to all of the rights, remedies, privileges and benefits provided thereunder.

36. **Power to Waive Rights; Duties to Third Parties**. Regardless of whether such right is explicitly stated herein, (a) the Prepetition Agent shall have the right to waive any of the terms, rights and remedies provided or acknowledged in this Interim Order in respect of the Prepetition Secured Parties (the "Prepetition Secured Party Rights"), and shall have no obligation or duty to any other party with respect to the exercise or enforcement, or failure to exercise or enforce, any Prepetition Secured Party Rights (other than as may be provided in the Prepetition Loan Documents); and (b) the DIP Agent shall have the right to waive any of the terms, rights and remedies provided or acknowledged in this Interim Order or the DIP Documents in respect of the DIP Parties (the "DIP Party Rights"). Any waiver by the Prepetition Agent of any Prepetition Secured Party Rights or the DIP Agent of any DIP Party Rights shall not be or constitute a continuing waiver. Any delay in or failure to exercise or enforce any Prepetition Secured Party Right or DIP Party Right shall neither constitute a waiver of such Prepetition Secured Party Right or DIP Party Right, subject the DIP Agent, any DIP Lender, the Prepetition Agent, or any Prepetition Secured Lender to any liability to any other party, nor cause or enable any other party to rely upon or in any way seek to assert as a defense to any obligation owed by the Debtors to the DIP Agent, any DIP Lenders, the Prepetition Agent, or any Prepetition Secured Lender.

37. **Limits on Lenders' Liability**. Nothing in this Interim Order, the Prepetition Loan Documents, the DIP Documents or any other documents related to this transaction shall in any way be construed or interpreted to impose or allow the imposition upon any of the DIP Parties or the Prepetition Secured Parties of any liability for any claims arising from any and all activities by the Debtors or any of their subsidiaries or affiliates.

38. **Effect of Conversion or Dismissal of Chapter 11 Cases**. If any of the Chapter 11 Cases are converted or dismissed, then neither the entry of this Interim Order nor the conversion or dismissal of any such Chapter 11 Case(s) shall affect the rights of the Prepetition Secured Parties under the Prepetition Loan Documents or this Interim Order or the DIP Parties under the DIP Documents or this Interim Order, and all of the respective rights and remedies thereunder of the DIP Parties and the Prepetition Secured Parties shall remain in full force and effect as if such Chapter 11 Case(s) had not been converted or dismissed.

39. **Right to Credit Bid**. Subject to Sections 363(f) and 363(k) of the Bankruptcy Code, (a) the DIP Agent, on behalf of itself and the DIP Lenders, and (b) the Prepetition Agent, on behalf of itself and the Prepetition Secured Lenders, shall have the right to "credit bid" the amount of each their respective claims during any sale of all or any portion of the Debtors' assets, including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code.

40. **Retention of Jurisdiction**. The Bankruptcy Court shall retain exclusive jurisdiction to hear and determine any and all disputes or matters under, or arising out of or in connection with, this Interim Order.

41. **Order Effective**. This Interim Order shall be effective as of the date of the signature by the Court and, notwithstanding anything to the contrary in Bankruptcy Rule

4001(a)(3), shall not be stayed absent the grant of a stay under Bankruptcy Rule 8005 after a hearing upon notice to the Debtors, the DIP Agent, and the Prepetition Agent.

42. **No Third Party Beneficiary**. Except as explicitly set forth herein, no rights are created hereunder for the benefit of any third party, any creditor or any direct, indirect or incidental beneficiary.

43. **Controlling Effect of Interim Order**. To the extent any provision of this Interim Order conflicts or is inconsistent with any provision of the Motion, the DIP Documents, or the Prepetition Loan Documents, the provisions of this Interim Order shall control.

44. **Objections**. Any responses or objections to the Motion and entry of the Final Order must: (a) be made in writing; (b) state with particularity the grounds therefor; (c) conform to the Bankruptcy Rules and the Local Bankruptcy Rules for the District of Delaware; (d) be filed with the United States Bankruptcy Court for the District of Delaware; and (e) be served upon (i) Patriot National, Inc., 401 East Las Olas Blvd., Suite 1650, Fort Lauderdale, FL 33301 (Attn: Gex F. Richardson); (ii) proposed counsel to the Debtors, Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, NY 10004 (Attn: Kathryn A. Coleman, Esq.) (katie.coleman@hugheshubbard.com) and Pachulski Stang Ziehl & Jones, 919 North Market Street, 17th Floor, Wilmington, DE 19801 (Attn: Laura Davis Jones, Esq.) (ljones@pszjlaw.com); (iii) the Office of the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Linda Casey, Esq.); and (iv) Schulte Roth & Zabel LLP, 919 Third Avenue, New York, NY 10022 (Attn: Adam C. Harris, Esq. and Eliot Relles, Esq.) (adam.harris@srz.com; eliot.relles@srz.com) and Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington DE 19801 (Attn: Adam G. Landis, Esq.), as counsel to Cerberus Business Finance, LLC, as Prepetition Agent and DIP Agent. The deadline by which objections

to the Motion and the Final Order must be filed and received by counsel to the Debtors is [_____], 2018 at [__]:00 p.m. (prevailing Eastern Time) (the "Objection Deadline").

45. **Final Hearing**. A final hearing on the Motion shall be heard before this Court on [_____], 2018 at [__]:00 [p].m. (prevailing Eastern Time) in Courtroom [___] of the United States Bankruptcy Court for the District of Delaware at 824 Market Street North, Wilmington, Delaware. On or before [_____], 2018, the Debtors shall serve this Interim Order, containing notice of the Final Hearing (the "Final Hearing Notice") on: (a) the U.S. Trustee; (b) counsel for Cerberus Business Finance, LLC, as the administrative agent for the DIP Lenders and for the prepetition secured lenders; (c) all other parties holding secured claims against the Debtors; (d) those parties listed on the list of creditors holding the twenty (20) largest unsecured claims against the Debtors (on a consolidated basis), as identified in their chapter 11 petitions; (e) the Securities and Exchange Commission; (f) the United States Attorney's Office for the District of Delaware; (g) the Internal Revenue Service; and (h) all the parties that have requested notice in this proceeding pursuant to Bankruptcy Rule 2002. If no objections to the relief sought in the Final Hearing are filed and served in accordance with this Interim Order, no Final Hearing may be held, and a separate Final Order may be presented by the Debtor and entered by this Court.

Dated: _____, 2018
Wilmington, Delaware

_____
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

DIP Agreement

PRIVILEGED AND CONFIDENTIAL
DRAFT OF 01/30/2018

SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION FINANCING AGREEMENT

Dated as of February [1], 2018

by and among

PATRIOT NATIONAL, INC.,
as a debtor and debtor-in-possession,
as Borrower,

EACH SUBSIDIARY OF PATRIOT NATIONAL, INC.
LISTED AS A GUARANTOR ON THE SIGNATURE PAGES HERETO,
as debtors and debtors-in-possession,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders

and

CERBERUS BUSINESS FINANCE, LLC,

as Collateral Agent and Administrative Agent

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS; CERTAIN TERMS 2
Section 1.01 Definitions 2
Section 1.02 Terms Generally 32
Section 1.03 Certain Matters of Construction 33
Section 1.04 Accounting and Other Terms 34
Section 1.05 Time References 34

ARTICLE II THE LOANS 35
Section 2.01 Commitments 35
Section 2.02 Making the Loans 35
Section 2.03 Repayment of Loans; Evidence of Debt 36
Section 2.04 Interest 37
Section 2.05 Reduction of Commitment; Prepayment of Loans 37
Section 2.06 Fees 39
Section 2.07 LIBOR Option 40
Section 2.08 Funding Losses 41
Section 2.09 Taxes. 42
Section 2.10 Increased Costs and Reduced Return 45
Section 2.11 Changes in Law; Impracticability or Illegality 46

ARTICLE III SECURITY AND ADMINISTRATIVE PRIORITY 46
Section 3.01 Collateral; Grant of Lien and Security Interest 46
Section 3.02 Administrative Priority 48
Section 3.03 Grants, Rights and Remedies 48
Section 3.04 No Filings Required 48
Section 3.05 Survival 48
Section 3.06 Further Assurances 49

ARTICLE IV APPLICATION OF PAYMENTS; DEFAULTING LENDERS; JOINT AND SEVERAL LIABILITY OF BORROWERS 49
Section 4.01 Payments; Computations and Statements 49
Section 4.02 Sharing of Payments 50
Section 4.03 Apportionment of Payments 51
Section 4.04 Defaulting Lenders 52
Section 4.05 Administrative Borrower; Joint and Several Liability of the Borrowers 53

ARTICLE V CONDITIONS TO LOANS 54
Section 5.01 Conditions Precedent to Effectiveness 54
Section 5.02 Conditions Precedent to Final Facility Effectiveness 57
Section 5.03 Conditions Precedent to All Loans 57

ARTICLE VI REPRESENTATIONS AND WARRANTIES 59
Section 6.01 Representations and Warranties 59

ARTICLE VII COVENANTS OF THE LOAN PARTIES 67
Section 7.01 Affirmative Covenants 67
Section 7.02 Negative Covenants 74
ARTICLE VIII CASH MANAGEMENT ARRANGEMENTS AND OTHER COLLATERAL MATTERS 80
Section 8.01 Cash Management Arrangements 80
ARTICLE IX EVENTS OF DEFAULT 81
Section 9.01 Events of Default 81
ARTICLE X AGENTS 86
Section 10.01 Appointment 86
Section 10.02 Nature of Duties; Delegation 87
Section 10.03 Rights, Exculpation, Etc. 88
Section 10.04 Reliance 89
Section 10.05 Indemnification 89
Section 10.06 Agents Individually 89
Section 10.07 Successor Agent 89
Section 10.08 Collateral Matters 90
Section 10.09 Agency for Perfection 92
Section 10.10 No Reliance on any Agent's Customer Identification Program. 92
Section 10.11 No Third Party Beneficiaries 92
Section 10.12 No Fiduciary Relationship 93
Section 10.13 Reports; Confidentiality; Disclaimers 93
Section 10.14 Collateral Custodian 93
Section 10.15 [Intentionally Omitted.] 94
Section 10.16 [Intentionally Omitted.] 94
Section 10.17 Collateral Agent May File Proofs of Claim 94
ARTICLE XI GUARANTY 94
Section 11.01 Guaranty 94
Section 11.02 Guaranty Absolute 95
Section 11.03 Waiver 96
Section 11.04 Continuing Guaranty; Assignments 96
Section 11.05 Subrogation 96
Section 11.06 Contribution 97
ARTICLE XII MISCELLANEOUS 98
Section 12.01 Notices, Etc. 98
Section 12.02 Amendments, Etc. 99
Section 12.03 No Waiver; Remedies, Etc. 101
Section 12.04 Expenses; Taxes; Attorneys' Fees 101
Section 12.05 Right of Set-off 103
Section 12.06 Severability 103
Section 12.07 Assignments and Participations 103
Section 12.08 Counterparts 107
Section 12.09 GOVERNING LAW 107

Section 12.10	CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE	107
Section 12.11	WAIVER OF JURY TRIAL, ETC.	108
Section 12.12	Consent by the Agents and Lenders	108
Section 12.13	No Party Deemed Drafter	108
Section 12.14	Reinstatement; Certain Payments	108
Section 12.15	Indemnification; Limitation of Liability for Certain Damages	109
Section 12.16	Records	110
Section 12.17	Binding Effect	110
Section 12.18	Highest Lawful Rate	110
Section 12.19	Confidentiality	111
Section 12.20	Public Disclosure	112
Section 12.21	Integration	112
Section 12.22	USA PATRIOT Act	113
Section 12.23	Parties Including Trustees; Bankruptcy Court Proceedings	113

SCHEDULE AND EXHIBITS

Schedule 1.01(A)	Lenders and Lenders' Commitments
Schedule 1.01(B)	[Reserved]
Schedule 1.01(C)	Restricted Insurance Carrier Accounts
Schedule 1.01(D)	Budget
Schedule 6.01(e)	Capitalization; Subsidiaries
Schedule 6.01(f)	Litigation
Schedule 6.01(i)	ERISA
Schedule 6.01(l)	Nature of Business
Schedule 6.01(q)	Environmental Matters
Schedule 6.01(r)	Insurance
Schedule 6.01(u)	Intellectual Property
Schedule 6.01(v)	Material Contracts
Schedule 6.01(x)	Material Customers
Schedule 7.02(a)	Liens
Schedule 7.02(e)	Existing Investments
Schedule 7.02(j)	Transactions with Affiliates
Schedule 7.02(k)	Limitations on Dividends and Other Payment Restrictions
Schedule 8.01	Cash Management Accounts

Exhibit A	Form of Joinder Agreement
Exhibit B	Form of Assignment and Acceptance
Exhibit C	Form of Notice of Borrowing
Exhibit D	Form of LIBOR Notice
Exhibit E	Form of Interim Bankruptcy Court Order

SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION FINANCING AGREEMENT

Senior Secured Super-Priority Debtor-in-Possession Financing Agreement, dated as of February [1], 2018, by and among Patriot National, Inc., a Delaware corporation, as a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code ("Patriot," together with each other Person that executes a joinder agreement and becomes a "Borrower" hereunder, each a "Borrower" and collectively, the "Borrowers"), each subsidiary of Patriot listed as a "Guarantor" on the signature pages hereto, as debtors and debtors-in-possession under Chapter 11 of the Bankruptcy Code (together with each other Person that executes a joinder agreement and becomes a "Guarantor" hereunder or otherwise guaranties all or any part of the Obligations (as hereinafter defined), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

RECITALS

Patriot, the Guarantors, certain lenders (in such capacities, each a "Pre-Petition Lender" and, collectively, the "Pre-Petition Lenders"), Cerberus, as administrative agent for such lenders (in such capacity, the "Pre-Petition Administrative Agent") and Cerberus, as collateral agent for such lenders (in such capacity, the "Pre-Petition Collateral Agent", and together with the Pre-Petition Administrative Agent, in such capacities, each a "Pre-Petition Agent", and, collectively, the "Pre-Petition Agents") are parties to a Financing Agreement, dated as of November 9, 2016, as amended (as so amended, the "Pre-Petition Financing Agreement"), pursuant to which the Pre-Petition Lenders (i) made term loans to Patriot, for the benefit of Patriot and the other Loan Parties, in the initial aggregate principal amount of $250,000,000 and (ii) provided a revolving credit facility in an aggregate principal amount not to exceed $30,000,000. As of the Filing Date, (x) there were no outstanding Pre-Petition Revolving Loans (and the Revolving Credit Commitment had been cancelled) and (y) there was $213,876,751.05 in principal amount of outstanding Pre-Petition Term Loans (including $4,955,000 in principal amount of outstanding Pre-Petition Collateral Agent Advances, as defined below), plus accrued and unpaid interest (including default interest), fees and expenses in accordance with the Pre-Petition Financing Agreement.

Patriot and the Guarantors have commenced cases (the "Chapter 11 Cases") under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and Patriot and the Guarantors have retained possession of their assets and are authorized under the Bankruptcy Code to continue the operation of their businesses as debtors-in-possession.

Prior to the commencement of the Chapter 11 Cases, the Loan Parties, the Pre-Petition Lenders, and the Pre-Petition Agents entered into that certain Forbearance Agreement, dated as of November 17, 2017 (as amended by that certain Amendment No. 1 to Forbearance

Agreement, dated as of December 3, 2017, that certain Amendment No. 2 to Forbearance Agreement, dated as of December 7, 2017, and that certain Amendment No. 3 to Forbearance Agreement, dated as of January 5, 2018, and as may be further amended, modified or supplemented from time to time prior to the Filing Date, the "Forbearance Agreement"), pursuant to which (i) the Pre-Petition Agents and Pre-Petition Lenders agreed to provide up to $6.7 million in principal amount of Collateral Agent Advances (as defined in the Pre-Petition Financing Agreement) under the Pre-Petition Financing Agreement (the "Pre-Petition Collateral Agent Advances"), and (ii) the Loan Parties agreed that they would request that such Pre-Petition Collateral Agent Advances be rolled into and made part of any post-petition financing provided by the Pre-Petition Lenders to Patriot and the Guarantors.

The Borrower has asked the Lenders to extend post-petition loans to the Borrower consisting of Loans (as hereinafter defined) in an aggregate principal amount not to exceed $15,500,000; provided that, until the Final Bankruptcy Court Order (as hereinafter defined) shall have been entered by the Bankruptcy Court, no loans under this Agreement shall be made other than loans in an aggregate principal amount not to exceed $5,000,000. The proceeds of the Loans shall be used for (i) general working capital purposes of the Borrowers and the Guarantors, (ii) to pay fees and expenses related to this Agreement and the Chapter 11 Cases, and (iii) to repay the Pre-Petition Collateral Agent Advances. The Lenders are severally, and not jointly, willing to extend such credit to the Borrowers subject to the terms and conditions hereinafter set forth.

In consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below:

"Account Debtor" means, with respect to any Person, each debtor, customer or obligor in any way obligated on or in connection with any Account of such Person

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.09(a).

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Account" means an account at a bank designated by the Administrative Agent from time to time as the account into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Administrative Borrower" has the meaning specified therefor in Section 4.05.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 15% or more of the Equity Interests having ordinary voting power for the election of members of the Board of Directors of such Person or (b) direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Agent" has the meaning specified therefor in the preamble hereto.

"Agreed Administrative Expense Priorities" means that administrative expenses with respect to the Loan Parties and, with respect to sub-clause (ii) of clause "first", any official committee appointed by the Bankruptcy Court, shall have the following order of priority:

first, (i) amounts payable pursuant to 28 U.S.C. § 1930(a)(6) and (ii) amounts payable in respect of Carve-Out Expenses, provided that the amount entitled to priority under this sub-clause (ii) of this clause first ("Priority Professional Expenses") shall not exceed the sum of (A) the aggregate amount of professional fees, costs and disbursements accrued and not paid immediately prior to the commencement of a Carve-Out Expense Reduction Period, but solely if, as and to the extent such professional fees, costs and disbursements are or have been provided for in, and are consistent with, the Budget and are ultimately allowed, whether before or after the Carve-Out Expense Reduction Period, pursuant to an order of the Bankruptcy Court under Sections 327, 328, 330, 331, 363 or 1103 of the Bankruptcy Code, *plus* (B) from and after the commencement of a Carve-Out Reduction Period, $200,000, which amount shall be reduced on a dollar-for-dollar basis to the extent of any prepetition retainers held by any Retained Professionals as of the commencement of a Carve-Out Reduction Period (the "Professional Expense Cap"); provided, however, that (1) during any Carve-Out Expense Reduction Period, any payments actually made in respect of Carve-Out Expenses (other than the Carve-Out Expenses described in subclause (A) of this clause (ii)), shall reduce the remaining amount available under the Professional Expense Cap on a dollar-for-dollar basis, (2) for the avoidance of doubt, so long as no Carve-Out Expense Reduction Period shall be continuing, the payment of Carve-Out Expenses shall not reduce the remaining amount available under the Professional Expense Cap, and (3) following the commencement and during the continuation of a Carve-Out Expense Reduction Period, such prepetition retainers must be applied first by the applicable Retained Professional prior to application of any amount available under the Professional Expense Cap; and

second, all other allowed administrative expenses.

"Agreement" means this Senior Secured Super-Priority Debtor-in-Possession Financing Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to the Agreement as the same may be in effect at the time such reference becomes operative.

"Anti-Corruption Laws" has the meaning specified therefor in Section 6.01(cc).

"Anti-Money Laundering and Anti-Terrorism Laws" means any Requirement of Law relating to terrorism, economic sanctions or money laundering, including, without limitation, (a) the Money Laundering Control Act of 1986 (*i.e.*, 18 U.S.C. §§ 1956 and 1957), (b) the Bank Secrecy Act of 1970 (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959), and the implementing regulations promulgated thereunder, (c) the USA PATRIOT Act and the implementing regulations promulgated thereunder, (d) the laws, regulations and Executive Orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (e) any law prohibiting or directed against terrorist activities or the financing or support of terrorist activities (*e.g.*, 18 U.S.C. §§ 2339A and 2339B), and (f) any similar laws enacted in the United States or any other jurisdictions in which the parties to this Agreement operate, as any of the foregoing laws have been, or shall hereafter be, amended, renewed, extended, or replaced and all other present and future legal requirements of any Governmental Authority governing, addressing, relating to, or attempting to eliminate, terrorist acts and acts of war and any regulations promulgated pursuant thereto.

"Applicable Margin" means, as of any date of determination, with respect to the interest rate of (a) any Reference Rate Loan or any portion thereof, 7.5% and (b) any LIBOR Rate Loan or any portion thereof, 9.25%.

"Applicable Period" means (i) the two fiscal week period following the Initial Facility Effective Date, (ii) the three fiscal week period following the Initial Facility Effective Date, (iii) the four fiscal week period following the Initial Facility Effective Date, and (iv) each rolling four fiscal week period thereafter.

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Collateral Agent (and the Administrative Agent, if applicable), in accordance with Section 12.07 hereof and substantially in the form of Exhibit B hereto or such other form acceptable to the Collateral Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief operating officer, chief financial officer, chief restructuring officer, treasurer or other financial officer (including, without limitation, any managers in respect of a limited liability company) performing similar functions, president or executive vice president of such Person, in each case, including any such Person serving in such position on an interim basis.

"Avoidance Actions" means all causes of action arising under Sections 542, 544, 545, 547, 548, 549, 550, 551, 553(b) or 724(a) of the Bankruptcy Code and any proceeds therefrom.

"Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time and any successor statute or any similar federal or state law for the relief of debtors.

"Bankruptcy Court" has the meaning specified therefor in the recitals to this Agreement.

"Bankruptcy Court Orders" means the Interim Bankruptcy Court Order and the Final Bankruptcy Court Order.

"Blocked Person" means any Person:

(a) that (i) is identified on the list of "Specially Designated Nationals and Blocked Persons" published by OFAC; (ii) resides, is organized or chartered, or has a place of business in a country or territory that is the subject of an OFAC Sanctions Program; or (iii) a United States Person is prohibited from dealing or engaging in a transaction with under any of the Anti-Money Laundering and Anti-Terrorism Laws; and

(b) that is owned or controlled by, or that owns or controls, or that is acting for or on behalf of, any Person described in clause (a) above.

"Board" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Board of Directors" means with respect to (a) any corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (b) a partnership, the board of directors of the general partner of the partnership, (c) a limited liability company, the managing member or members or any controlling committee or board of directors of such company or the sole member or the managing member thereof, and (d) any other Person, the board or committee of such Person serving a similar function.

"Borrower" has the meaning specified therefor in the preamble hereto.

"Budget" means, collectively, the consolidated cash requirement forecasts, cash flow statements, statements of operations and cash availability schedules in the form attached hereto as Schedule 1.01(D), which are (a) prepared by or on behalf of the Loan Parties on a weekly basis (for the next succeeding 13 weeks), and (b) delivered by the Loan Parties to the Agents and the Lenders (i) in the case of the Initial Budget, on or before the Interim Facility Effective Date pursuant to Section 5.01(b)(xvii) hereto and (ii) in the case of each subsequently delivered Budget, each month thereafter pursuant to Section 7.01(a)(ii) hereto, in each case, which shall be in form and detail consistent with the Initial Budget and acceptable to the Administrative Agent and the Required Lenders.

"Budget Variance Report" means a weekly report provided by the Administrative Borrower to the Agents in accordance with Section 7.01(a)(i) showing actual receipts and disbursements for each line item compared to the Budget, as applicable, noting therein all variances, on a line-item basis, from amounts set forth for such period in the Budget, and shall include or be accompanied by explanations for all material variances which report shall be certified by an Authorized Officer of Patriot.

"Business Day" means (a) for all purposes other than as described in clause (b) below, any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close, and (b) with respect to the borrowing, payment or continuation of, or determination of interest rate on, LIBOR Rate Loans, any day that is a Business Day described in clause (a) above and on which dealings in Dollars may be carried on in the interbank eurodollar markets in New York City and London.

"Capitalized Lease" means, with respect to any Person, any lease of (or other arrangement conveying the right to use) real or personal property by such Person as lessee that is required under GAAP to be capitalized on the balance sheet of such Person.

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Carve-Out Expenses" means any payments permitted (at any time) to be made by the Bankruptcy Court in respect of fees, costs and expenses of attorneys, accountants, financial advisors, and other professionals retained in the Chapter 11 Case by the Debtors or any statutory creditors' committee pursuant to Sections 327, 328, 330, 331, 363, and 1103 of the Bankruptcy Code (collectively, the "Retained Professionals"), provided however, that in no event shall Carve-Out Expenses include any success or similar fee payable to any such professional.

"Carve-Out Expense Reduction Period" means any period following the delivery by any Agent of a written notice to the Administrative Borrower of the occurrence and continuance of an Event of Default under this Agreement or a default by any Loan Party in any of its obligations under any of the Bankruptcy Court Orders and prior to such Event of Default or such default, as applicable, being cured in accordance with the Loan Documents and the Bankruptcy Court Orders.

"Case Milestones" means each of the following: (a) filing the Plan of Reorganization, the Disclosure Statement (other than any exhibits attached thereto), and the Disclosure Statement Motion with the Bankruptcy Court within 21 calendar days of the Filing Date; (b) obtaining approval of the Disclosure Statement Motion within 40 calendar days of the Plan Filing Date, and (c) obtaining entry of the Confirmation Order within 90 calendar days of the Plan Filing Date.

"Cash Equivalents" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within six months from the date of acquisition thereof; (b) commercial paper, maturing not more than 365 days after the date of issue rated P-1 by Moody's or A-1 by Standard & Poor's; (c) certificates of deposit maturing not more than 365 days after the date of issue, issued by commercial banking institutions and money market or demand deposit accounts maintained at commercial banking institutions, each of which is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than $500,000,000; (d) repurchase agreements having maturities of not more than 90 days from the date of acquisition which are entered into with major money center banks included in the commercial banking institutions described in clause (c) above and which are secured by readily marketable direct obligations of the United States Government or any agency thereof; (e) money market accounts maintained with mutual funds having assets in excess of $2,500,000,000, which assets are primarily comprised of Cash Equivalents described in another clause of this definition; and (f) marketable tax exempt securities rated A or higher by Moody's or A+ or higher by Standard & Poor's, in each case, maturing within 365 days from the date of acquisition thereof.

"Cash Management Accounts" means the bank accounts of each Loan Party maintained at one or more Cash Management Banks listed on Schedule 8.01.

"Cash Management Bank" has the meaning specified therefor in Section 8.01(a).

"Cash Management Orders" means the orders of the Bankruptcy Court, in form and substance acceptable to the Agents, authorizing and approving the continued use of the Debtors' cash management system (as the same may be modified with the consent of the Agents and Required Lenders).

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means each occurrence of any of the following:

(a) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) that owns 5% or less of the Equity Interests of Patriot as of the Interim Facility Effective Date of beneficial ownership of more than 33% on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of Patriot;

(b) the acquisition, directly or indirectly, by any person or group (within the meaning of Section 13(d)(3) of the Exchange Act) that owns more than 5% of the Equity Interests of Patriot as of the Interim Facility Effective Date of beneficial ownership of more than 50% on a fully diluted basis of the aggregate outstanding voting power of the Equity Interests of Patriot;

(c) during any period of 24 consecutive months, individuals who at the beginning of such period constituted the Board of Directors of Patriot (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of Patriot was approved by, or subsequently ratified by, a vote of at least a majority of the directors of Patriot then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved, or any director otherwise appointed by one or more Persons entitled to designate a director of Patriot under the Governing Documents of Patriot) cease for any reason to constitute a majority of the Board of Directors of Patriot; or

(d) Patriot shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of (i) 100% of the aggregate voting or economic power of the Equity Interests of each other Loan Party, other than Contego Services Group, LLC and Decision UR, LLC, (ii) at least 97% of the aggregate voting or economic power of Contego Services Group, LLC and (iii) at least 98.8% of the aggregate voting or economic power of Decision UR, LLC, in each case (other than in connection with any transaction permitted pursuant to Section 7.02(c)(i)), free and clear of all Liens (other than Permitted Specified Liens).

"Chapter 11 Cases" has the meaning specified therefor in the recitals to this Agreement.

"Closing Fee" has the meaning specified therefor in Section 2.06(a).

"Collateral" has the meaning specified therefor in Section 3.01(a) and the Bankruptcy Court Orders.

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Collateral Agent Advances" has the meaning specified therefor in Section 10.08(a).

"Collections" means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds).

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Loans to the Borrowers in the amounts set forth in Schedule 1.01(A) hereto or in the Assignment and Acceptance pursuant to which such Lender became a Lender under this Agreement, as the same may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Compliance Certificate" has the meaning assigned to such term in Section 7.01(a)(iv).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Plan of Reorganization, in form and substance acceptable to Agents and the Required Lenders.

"Contingent Indemnity Obligations" means any Obligation constituting a contingent, unliquidated indemnification obligation of any Loan Party, in each case, to the extent (a) such obligation has not accrued and is not yet due and payable and (b) no claim has been made or is reasonably anticipated to be made with respect thereto.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intending to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control Agreement" means, with respect to any deposit account, any securities account, commodity account, securities entitlement or commodity contract, an agreement, in form and substance satisfactory to the Collateral Agent, among the Collateral Agent, the financial institution or other Person at which such account is maintained or with which such entitlement or contract is carried and the Loan Party maintaining such account, effective to grant "control" (as defined under the applicable UCC) over such account to the Collateral Agent.

"Copyrights" means all domestic and foreign copyrights, whether registered or unregistered, including, without limitation, all copyright rights (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression (including computer software and internet website content) now or hereafter owned, acquired, developed or used by any Loan Party, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Debtor Relief Law" means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within 2 Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Administrative Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within 2 Business Days of the date when due, (b) has notified the Administrative Borrower, or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within 3 Business Days after written request by the Administrative Agent or the Administrative Borrower, to confirm in writing to the Administrative Agent and the Administrative Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Administrative Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity. Notwithstanding anything to the contrary herein, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permits such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Administrative Borrower and each Lender.

"Disclosure Statement" means the disclosure statement for the Plan that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code as the same may be amended, supplemented or otherwise modified from time to time.

"Disclosure Statement Motion" means the motion seeking approval of the Disclosure Statement.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells, assigns, transfers, leases, licenses (as licensor) or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person. For purposes of clarification, "Disposition" shall include (a) the sale or other disposition for value of any contracts or (b) the early termination or modification of any contract resulting in the receipt by any Loan Party of a cash payment or other consideration in exchange for such event (other than payments in the ordinary course for accrued and unpaid amounts due through the date of termination or modification).

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations and the termination of the Commitments), (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is convertible into or exchangeable for (i) Indebtedness or (ii) any other Equity Interests that would constitute Disqualified Equity Interests, in each case of clauses (a) through (d), prior to the date that is 91 days after the Final Maturity Date.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"Employee Plan" means an employee benefit plan (other than a Multiemployer Plan) covered by Title IV of ERISA and maintained (or that was maintained at any time during the 6 calendar years preceding the date of any borrowing hereunder) for employees of any Loan Party or any of its ERISA Affiliates.

"Environmental Actions" means any complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication from any Person or Governmental Authority involving violations of Environmental Laws or Releases of Hazardous Materials (a) from any assets, properties or businesses owned or operated by any Loan Party or any of its Subsidiaries or any predecessor in interest; (b) from adjoining properties or businesses; or (c) onto any facilities which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries or any predecessor in interest.

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as such laws may be amended or otherwise modified from time to time, and any other Requirement of Law, permit, license or other binding determination of any Governmental Authority imposing liability or establishing standards of conduct for protection of the environment or other government restrictions relating to the protection of the environment or the Release, deposit or migration of any Hazardous Materials into the environment.

"Environmental Liabilities and Costs" means all liabilities, monetary obligations, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigations and feasibility studies), fines, penalties, sanctions and interest incurred as a result of any claim or demand by any Governmental Authority or any third party, and which relate to any environmental condition or a Release of Hazardous Materials from or onto (a) any property presently or formerly owned by any Loan Party or any of its Subsidiaries or (b) any facility which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities and Costs.

"Equity Interests" means (a) all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting and (b) all securities convertible into or exchangeable for any of the foregoing and all warrants, options or other rights to purchase, subscribe for or otherwise acquire any of the foregoing, whether or not presently convertible, exchangeable or exercisable.

"Equity Issuance" means either (a) the sale or issuance by any Loan Party or any of its Subsidiaries of any shares of its Equity Interests or (b) the receipt by Patriot of any cash capital contributions.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" within the meaning of Sections 414(b), (c), (m) and (o) of the Internal Revenue Code.

"Event of Default" has the meaning specified therefor in Section 9.01.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Account" means (a) any deposit account used for funding insurance claim payouts or trust accounts holding insurance premiums listed on Schedule 1.01(C) and (b) deposit account number 7433584872 with Fifth Third Bank.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the guarantee of such Guarantor becomes effective with respect to such related Swap Obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.12(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.09, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.09, and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Extraordinary Receipts" means any cash received by Patriot or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Section 2.05(c)(ii) or (iii) hereof), including, without limitation, (a) foreign, United States, state or local tax refunds, (b) proceeds of insurance (other than to the extent such insurance proceeds are (i) immediately payable to a Person that is not Patriot or any of its Subsidiaries in accordance with applicable Requirements of Law or with Contractual Obligations entered into in the ordinary course of business or (ii) received by Patriot or any of its Subsidiaries as reimbursement for any out-of-pocket costs incurred or made by such Person prior to the receipt thereof directly

related to the event resulting from the payment of such proceeds) and (c) condemnation awards (and payments in lieu thereof).

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code.

"FCPA" has the meaning specified therefor in Section 6.01(cc).

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Filing Date" means the date on which the Chapter 11 Cases are commenced.

"Final Bankruptcy Court Order" means the final order of the Bankruptcy Court with respect to the Loan Parties and relating to this Agreement, substantially in the form of the Interim Bankruptcy Court Order (and otherwise acceptable to the Agents), as the same may be amended, modified or supplemented from time to time with the express written joinder or consent of the Agents, the Required Lenders and the Borrowers.

"Final Bankruptcy Court Order Entry Date" means the date on which the Final Bankruptcy Court Order shall have been entered by the Bankruptcy Court.

"Final Facility Effective Date" has the meaning specified therefor in Section 5.02.

"Final Maturity Date" means the date which is the earliest of (a) the date which is thirty-five (35) days following the Filing Date if the Final Bankruptcy Court Order has not been entered by the Bankruptcy Court on or prior to such date, (b) if the Final Bankruptcy Court Order has been entered by the Bankruptcy Court on or prior to the date that is thirty-five (35) days following the Filing Date, then 120 days following the Filing Date, (c) the date of the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code) of a plan of reorganization in the Chapter 11 Cases that has been confirmed by an order of the Bankruptcy Court, (d) the date of a sale of all or substantially all of the assets of the Loan Parties; and (e) such earlier date on which all Loans and other Obligations for the payment of money shall become due and payable in accordance with the terms of this Agreement and the other Loan Documents.

"Final Period" means the period commencing on the Final Facility Effective Date and ending on the Final Maturity Date.

"Fiscal Year" means the fiscal year of Patriot and its Subsidiaries ending on December 31st of each year.

"Foreign Official" has the meaning specified therefor in Section 6.01(cc)(ii)(A).

"Foreign Subsidiary" means any Subsidiary of Patriot that is not a Domestic Subsidiary.

"Funding Losses" has the meaning specified therefor in Section 2.08.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis.

"GIC Orders" means collectively, the consent order signed on August 18, 2017 by Guarantee Insurance Company with the Office of Insurance Regulation of the State of Florida and the order signed on November 27, 2017 by the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization, and the operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture, declaration or other applicable agreement or documentation evidencing or otherwise relating to its formation or organization, governance and capitalization; and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization.

"Governmental Authority" means any nation or government, any foreign, Federal, state, territory, provincial, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" means (a) each Subsidiary of Patriot listed as a "Guarantor" on the signature pages hereto, and (b) each other Person which guarantees, pursuant to Section 7.01(b) or otherwise, all or any part of the Obligations.

"Guaranty" means (a) the guaranty of each Guarantor party hereto contained in Article XI hereof and (b) each other guaranty, in form and substance satisfactory to the Collateral

Agent, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders guaranteeing all or part of the Obligations.

"Hazardous Material" means (a) any element, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, special waste, or solid waste under Environmental Laws or that is likely to cause immediately, or at some future time, harm to or have an adverse effect on, the environment or risk to human health or safety, including, without limitation, any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined or identified in any Environmental Law and which is present in the environment in such quantity or state that it contravenes any Environmental Law; (b) petroleum and its refined products; (c) polychlorinated biphenyls; (d) any substance exhibiting a hazardous waste characteristic, including, without limitation, corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and (e) any raw materials, building components (including, without limitation, asbestos-containing materials) and manufactured products containing hazardous substances listed or classified as such under Environmental Laws.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"Holdout Lender" has the meaning specified therefor in Section 12.02(b)

"Indebtedness" means, with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business and not outstanding for more than 120 days after the date such payable was created except to the extent such payment is prohibited under the terms of the Bankruptcy Code or otherwise not required to be paid as a result of the automatic stay in the Chapter 11 Cases and any earn-out, purchase price adjustment or similar obligation until such obligation appears in the liabilities section of the balance sheet of such Person); (c) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (d) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (e) all Capitalized Lease Obligations of such Person; (f) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (g) [intentionally omitted]; (h) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (i) all Contingent Obligations; (j) all Disqualified Equity Interests; and (k) all obligations referred to in clauses (a) through (j) of this

definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Initial Budget" means the Budget delivered to the Agents on or prior to the Interim Facility Effective Date pursuant to Section 5.01(b)(xvii).

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

"Intellectual Property" means all Copyrights, Patents, Trademarks and Other Intellectual Property.

"Intercompany Subordination Agreement" means an Intercompany Subordination Agreement made by Patriot and its Subsidiaries in favor of the Collateral Agent for the benefit of the Agents and the Lenders, in form and substance reasonably satisfactory to the Collateral Agent.

"Interest Period" means, with respect to each LIBOR Rate Loan, a period commencing on the date of the making of such LIBOR Rate Loan (or the continuation of a LIBOR Rate Loan or the conversion of a Reference Rate Loan to a LIBOR Rate Loan) and ending 1, 2, or 3 months thereafter; provided, however, that (a) if any Interest Period would end on a day that is not a Business Day, such Interest Period shall be extended (subject to clauses (c)-(e) below) to the next succeeding Business Day, (b) interest shall accrue at the applicable rate based upon the LIBOR Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (c) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (d) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is 1, 2 or 3 months after the date on which the Interest Period began, as applicable, and (e) the Borrowers may not elect an Interest Period which will end after the Final Maturity Date.

"Interim Bankruptcy Court Order" means the order of the Bankruptcy Court with respect to the Loan Parties and relating to this Agreement, substantially in the form of Exhibit E,

as the same may be amended, modified or supplemented from time to time with the express written joinder or consent of the Agents, the Required Lenders and the Borrowers.

"Interim Bankruptcy Court Order Entry Date" means the date on which the Interim Bankruptcy Court Order shall have been entered by the Bankruptcy Court.

"Interim Facility Effective Date" means the date that is no later than ten (10) Business Days following the Filing Date, on which all of the conditions precedent set forth in Section 5.01 are satisfied.

"Interim Period" means the period commencing on the Interim Facility Effective Date and ending on the earlier to occur of (a) the Final Facility Effective Date and (b) the Final Maturity Date.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended (or any successor statute thereto) and the regulations thereunder.

"Inventory" means, with respect to any Person, all goods and merchandise of such Person leased or held for sale or lease by such Person, including, without limitation, all raw materials, work-in-process and finished goods, and all packaging, supplies and materials of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired, and all such other property the sale or other disposition of which would give rise to an Account or cash.

"Investment" means, with respect to any Person, (a) any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances or other extensions of credit (excluding Accounts arising in the ordinary course of business), capital contributions or acquisitions of Indebtedness (including, any bonds, notes, debentures or other debt securities), Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), (b) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or (c) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP.

"Joinder Agreement" means a Joinder Agreement, substantially in the form of Exhibit A, duly executed by a Subsidiary of a Loan Party made a party hereto pursuant to Section 7.01(b).

"Lease" means any lease of real property to which any Loan Party or any of its Subsidiaries is a party as lessor or lessee.

"Lender" has the meaning specified therefor in the preamble hereto.

"LIBOR" means, with respect to each day during each Interest Period pertaining to a LIBOR Rate Loan, the rate per annum rate appearing on Bloomberg L.P.'s (the "Service") Page LIBOR01 (or on any successor or substitute page of such Service, or any successor to or substitute for such Service), at approximately 11:00 a.m., London time, two Business Days prior

to the beginning of such Interest Period, in an amount approximately equal to the principal amount of the LIBOR Rate Loan to which such Interest Period is to apply and for a period of time comparable to such Interest Period, which determination shall be conclusive absent manifest error. If such rate is not available at such time for any reason, then "LIBOR" for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate per annum equal to the offered quotation rate to first class banks in the London interbank market for deposits (for delivery on the first day of the relevant period) in Dollars of amounts in same day funds comparable to the principal amount of the applicable LIBOR Rate Loan of 3 major London banks for which LIBOR is then being determined with maturities comparable to such Interest Period as of approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period. Notwithstanding anything herein to the contrary, if "LIBOR" shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"LIBOR Deadline" has the meaning specified therefor in Section 2.07(a).

"LIBOR Notice" means a written notice substantially in the form of Exhibit D.

"LIBOR Option" has the meaning specified therefor in Section 2.07(a).

"LIBOR Rate" means, for each Interest Period for each LIBOR Rate Loan, the greater of (a) the rate per annum determined by the Administrative Agent (rounded upwards if necessary, to the next 1/100%) by dividing (i) LIBOR for such Interest Period by (ii) 100% minus the Reserve Percentage and (b) 1.00%. The LIBOR Rate shall be adjusted on and as of the effective day of any change in the Reserve Percentage.

"LIBOR Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the LIBOR Rate.

"Lien" means any mortgage, deed of trust, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Loan" means, collectively, the loans made by the Lenders to the Borrower, for the benefit of the Borrower and the other Loan Parties, (a) on the Interim Facility Effective Date and from time to time thereafter until the Final Facility Effective Date, and (b) from time to time on and after the Final Facility Effective Date, in each case, pursuant to Section 2.01(a).

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrowers, in which the Borrowers will be charged with all Loans made to, and all other Obligations incurred by, the Borrowers.

"Loan Document" means this Agreement, any Control Agreement, any Guaranty, the Intercompany Subordination Agreement, any Joinder Agreement, any Mortgage, any landlord waiver, any collateral access agreement, the Interim Bankruptcy Court Order, the Final

Bankruptcy Court Order, and any other agreement, instrument, certificate, report and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Loan or any other Obligation.

"Loan Party" means any Borrower and any Guarantor.

"Loan Servicing Fee" has the meaning specified therefor in Section 2.06(c).

"Material Adverse Deviation" means, as of the last day of any Applicable Period, (i) the total actual disbursements (determined in a manner consistent with the determination of "Total Uses" in the Budget) for such Applicable Period being greater than 110% of what is projected in the Budget as "Total Uses" for such Applicable Period or (ii) the total receipts (determined in a manner consistent with the determination of "Total Receipts" in the Budget) for the Applicable Period being less than 85% of what is projected in the Budget as "Total Receipts" for such Applicable Period.

"Material Adverse Effect" means a material adverse effect on any of (a) the operations, assets, liabilities or financial condition of the Loan Parties taken as a whole (except for any such material adverse effect resulting from (i) the filing, commencement, announcement and prosecution of the Chapter 11 Cases, the events leading up to or resulting in the filing and commencement of the Chapter 11 Cases (to the extent disclosed to the Agents and the Lenders prior to the Filing Date, including, without limitation, the GIC Orders), and events that typically result from the filing, commencement and continuation of cases under Chapter 11 of the Bankruptcy Code and (ii) events resulting from the GIC Orders), (b) the ability of the Loan Parties taken as a whole to perform any of their obligations under any Loan Document, (c) the legality, validity or enforceability of this Agreement or any other Loan Document, (d) the rights and remedies of any Agent or any Lender under any Loan Document, or (e) the validity, perfection or priority of a Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on Collateral having a fair market value in excess of $1,000,000.

"Material Contract" means, with respect to any Person, all contracts or agreements as to which the breach, nonperformance, cancellation or failure to renew by any party thereto could reasonably be expected to have a Material Adverse Effect.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage" means a mortgage, deed of trust or deed to secure debt, in form and substance satisfactory to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed, or has been obligated to contribute, to at any time during the preceding 6 years.

"Net Cash Proceeds" means, with respect to, any issuance or incurrence of any Indebtedness, any Equity Issuance, any Disposition or the receipt of any Extraordinary Receipts by any Person or any of its Subsidiaries, the aggregate amount of cash received (directly or

indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of such Person or such Subsidiary, in connection therewith after deducting therefrom only (a) in the case of any Disposition or the receipt of any Extraordinary Receipts consisting of insurance proceeds or condemnation awards, the amount of any Indebtedness secured by any Permitted Lien on any asset (other than Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection therewith (other than Indebtedness under this Agreement), (b) reasonable expenses related thereto incurred by such Person or such Subsidiary in connection therewith (including sales commissions and legal, accounting, advisory and investment banking fees), (c) transfer taxes paid to any taxing authorities by such Person or such Subsidiary in connection therewith, and (d) net income taxes to be paid in connection therewith (after taking into account any tax credits or deductions and any tax sharing arrangements), in each case, to the extent, but only to the extent, that the amounts so deducted are (i) required to be paid contemporaneously or substantially contemporaneously therewith to a Person that, except in the case of reasonable out-of-pocket expenses, is not an Affiliate of such Person or any of its Subsidiaries and (ii) properly attributable to such transaction or to the asset that is the subject thereof.

"New Lending Office" has the meaning specified therefor in Section 2.09.

"Non-U.S. Lender" has the meaning specified therefor in Section 2.09.

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"Obligations" means all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders arising under or in connection with this Agreement or any other Loan Document, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation (irrespective of whether a claim therefor is allowed in an Insolvency Proceeding) to pay principal, interest, charges, expenses, fees, premiums, attorneys' fees and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person. Notwithstanding any of the foregoing, Obligations shall not include any Excluded Swap Obligations.

"OFAC Sanctions Programs" means (a) the Requirements of Law and Executive Orders administered by OFAC, including, without limitation, Executive Order No. 13224, and (b) the list of Specially Designated Nationals and Blocked Persons administered by OFAC, in each case, as renewed, extended, amended, or replaced.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received

or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Intellectual Property" means all trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and privacy and other general intangibles of like nature, now or hereafter acquired, owned, developed or used by any Loan Party.

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.09(e)).

"Participant Register" has the meaning specified therefor in Section 12.07(i).

"Patents" means all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, all applications, registrations and recordings thereof, and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Patriot" has the meaning specified therefor in the preamble hereto.

"Payment Office" means the Administrative Agent's office located at Cerberus Business Finance, LLC, 875 Third Avenue, New York, New York 10022, or at such other office or offices of the Administrative Agent as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Permitted Disposition" means:

(a) sale of Inventory and Permitted Investments in the ordinary course of business;

(b) licensing, on a non-exclusive basis, Intellectual Property rights in the ordinary course of business;

(c) leasing or subleasing assets in the ordinary course of business;

(d) (i) the lapse of Registered Intellectual Property of Patriot and its Subsidiaries to the extent not economically desirable in the conduct of their business or (ii) the abandonment of Intellectual Property rights in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights, such copyrights are not material

revenue generating copyrights, and (B) such lapse is not materially adverse to the interests of the Secured Parties;

(e) any involuntary loss, damage or destruction of property;

(f) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(g) so long as no Event of Default has occurred and is continuing or would result therefrom, transfers of assets (i) from Patriot or any of its Subsidiaries to a Loan Party, and (ii) from any Subsidiary of Patriot that is not a Loan Party to any other Subsidiary of Patriot;

(h) Disposition of obsolete or worn-out equipment in the ordinary course of business;

(i) Disposition of property or assets not otherwise permitted in clauses (a) through (h) above for cash in an aggregate amount not less than the fair market value of such property or assets;

(j) [Intentionally Omitted];

(k) Dispositions of accounts receivable and captive claims recoverable balances in connection with the collection or compromise thereof in the ordinary course of business;

(l) to the extent deemed a Disposition and without any duplication, the making of a Permitted Investment;

(m) Dispositions permitted by Section 7.02(c)(i); and

(n) to the extent deemed a Disposition and without any duplication, the making of a Permitted Investment;

provided that, if required pursuant to Section 2.05(d)(ii), the Net Cash Proceeds of such Dispositions are paid to the Administrative Agent for the benefit of the Agents and the Lenders pursuant to the terms of Section 2.05(d)(ii).

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Agent or any Lender under this Agreement and the other Loan Documents;

(b) Indebtedness existing on the Filing Date (other than any Pre-Petition Obligations);

(c) [Intentionally Omitted];

(d) Permitted Intercompany Investments;

(e) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, and appeal bonds;

(f) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only during such period;

(g) [Intentionally Omitted];

(h) Indebtedness incurred in respect of credit cards, credit card processing services, debit cards, stored value cards, purchase cards (including so-called "procurement cards" or "P-cards") or other similar cash management services, in each case, incurred in the ordinary course of business;

(i) [Intentionally Omitted];

(j) [Intentionally Omitted];

(k) [Intentionally Omitted];

(l) Contingent Obligations in respect of Indebtedness incurred in the ordinary course of business and permitted to be incurred pursuant to this definition;

(m) Indebtedness permitted under Section 7.02(e); and

(n) Indebtedness in respect of the Pre-Petition Obligations.

"Permitted Intercompany Investments" means Investments made by (a) a Loan Party to or in another Loan Party, (b) a Subsidiary that is not a Loan Party to or in another Subsidiary that is not a Loan Party, (c) a Subsidiary that is not a Loan Party to or in a Loan Party, so long as, in the case of a loan or advance, the parties thereto are party to the Intercompany Subordination Agreement, or (d) a Loan Party to or in a Subsidiary that is not a Loan Party to the extent set forth in the Budget and specifically identified as a Permitted Intercompany Investment.

"Permitted Investments" means:

(a) Investments in cash and Cash Equivalents;

(b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(c) advances made in connection with purchases of goods or services in the ordinary course of business;

(d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or

any of its Subsidiaries as a result of Insolvency Proceedings involving an Account Debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries;

(e) Investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in such Schedule or any other modification of the terms thereof;

(f) Permitted Intercompany Investments;

(g) [Intentionally Omitted];

(h) Investments to the extent set forth in the Budget and specifically identified as a "Permitted Investment";

(i) Equity Interests or other securities acquired in connection with the satisfaction or enforcement of Indebtedness or claims due or owing to a Loan Party or its Subsidiaries (in bankruptcy of customers or suppliers or otherwise outside the ordinary course of business) or as security for any such Indebtedness or claims;

(j) Indebtedness constituting an Investment to the extent permitted under Section 7.02(b); and

(k) Investments contemplated or permitted by the Cash Management Orders.

"Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not required under Section 7.01(c)(ii);

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and other similar Liens arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 45 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a), provided that any such Lien shall only secure the Indebtedness that it secures on the Interim Facility Effective Date;

(e) duly perfected and otherwise unavoidable Liens existing as of the Filing Date that constitute Permitted Liens (as defined in the Pre-Petition Financing Agreement) (other than the Liens securing the Pre-Petition Obligations);

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of

money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(g) with respect to any real property, easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens of landlords and mortgagees of landlords (i) arising by statute or under any lease or related Contractual Obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, or (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(i) the title and interest of a lessor or sublessor in and to personal property leased or subleased (other than through a Capitalized Lease), in each case extending only to such personal property;

(j) non-exclusive licenses of Intellectual Property rights in the ordinary course of business;

(k) [Intentionally omitted];

(l) rights of set-off or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business;

(m) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(n) [Intentionally omitted];

(o) other Liens which do not secure Indebtedness for borrowed money or letters of credit and as to which the aggregate amount of the obligations secured thereby does not exceed $1,000,000;

(p) Liens securing the Pre-Petition Obligations; and

(q) Liens existing on the Filing Date in respect of Permitted Indebtedness of the type specified in clause (b) of the definition of "Permitted Indebtedness" to the extent permitted under the Pre-Petition Financing Agreement.

"Permitted Specified Liens" means Permitted Liens described in clauses (a), (b) (c), (p), and (q) of the definition of Permitted Liens, and, solely in the case of Section 7.01(b)(i), including clauses (g), (h) and (i) of the definition of Permitted Liens.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Petty Cash Accounts" means Cash Management Accounts with deposits at any time in an aggregate amount not in excess of $25,000 for any one account and $100,000 in the aggregate for all such accounts.

"Plan" means any Employee Plan or Multiemployer Plan.

"Plan Filing Date" means the date on which the Plan of Reorganization is filed with the Bankruptcy Court.

"Plan of Reorganization" means a plan of reorganization under Chapter 11 of the Bankruptcy Code evidencing the transactions contemplated by the Restructuring Support Agreement (including Exhibit A thereto) and in form and substance acceptable to the Agents and the Required Lenders.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus 2.00%, or, if a rate of interest is not otherwise in effect, interest at the highest rate specified herein for any Loan then outstanding prior to an Event of Default plus 2.00%.

"Pre-Petition Administrative Agent" has the meaning specified in the recitals hereto.

"Pre-Petition Collateral Agent" has the meaning specified in the recitals hereto.

"Pre-Petition Collateral Agent Advances" has the meaning specified therefor in the recitals to this Agreement.

"Pre-Petition Financing Agreement" has the meaning specified in the recitals hereto.

"Pre-Petition Lenders" has the meaning specified in the recitals hereto.

"Pre-Petition Loans" means, collectively, the Pre-Petition Term Loans and the Pre-Petition Revolving Loans.

"Pre-Petition Obligations" means all indebtedness, obligations and liabilities of Patriot and the Guarantors to the Pre-Petition Agents and the Pre-Petition Lenders incurred prior to the Filing Date arising from or related to the Pre-Petition Financing Agreement and the other agreements, instruments and other documents related thereto plus fees, expenses, yield maintenance and prepayment premiums, indemnities and reimbursement obligations due

thereunder and interest thereon accruing both before and after the Filing Date to the extent allowable under the Bankruptcy Code, whether such indebtedness, obligations or liabilities are direct or indirect, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising.

"Pre-Petition Revolving Loans" means any revolving loans outstanding under the Pre-Petition Financing Agreement.

"Pre-Petition Term Loans" means any term loans outstanding under the Pre-Petition Financing Agreement.

"Priority Professional Expenses" means those Carve-Out Expenses entitled to a priority as set forth in sub-clause (ii) of the clause "first" of the definition of the term "Agreed Administrative Expense Priorities".

"Pro Rata Share" means:

(a) with respect to a Lender's obligation to make the Loans and receive payments of interest, fees, and principal with respect thereto, the percentage obtained by dividing (i) such Lender's Commitment, by (ii) the Total Commitment, provided that if the Total Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's portion of the Loans and the denominator shall be the aggregate unpaid principal amount of the Loans, and

(b) with respect to all other matters (including, without limitation, the indemnification obligations arising under Section 10.05), the percentage obtained by dividing (i) the unpaid principal amount of such Lender's portion of the Loan, by (ii) the aggregate unpaid principal amount of the Loan.

"Professional Expense Cap" has the meaning specified in subclause (ii) of clause "first" of the definition of the term "Agreed Administrative Expense Priorities".

"Qualified Equity Interests" means, with respect to any Person, all Equity Interests of such Person that are not Disqualified Equity Interests.

"Recipient" means any Agent and any Lender, as applicable.

"Reference Rate" means, for any period, the greatest of (a) 3.00% per annum, (b) the Federal Funds Rate plus 0.50% per annum, (c) the LIBOR Rate (which rate shall be calculated based upon an Interest Period of 1 month and shall be determined on a daily basis) plus 1.00% per annum, and (d) the rate last quoted by The Wall Street Journal as the "Prime Rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Reference Rate shall be effective from and including the date such change is publicly announced as being effective.

"Reference Rate Loan" means each portion of a Loan that bears interest at a rate determined by reference to the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(f).

"Registered Intellectual Property" means Intellectual Property that is issued, registered, renewed or the subject of a pending application.

"Registered Loans" has the meaning specified therefor in Section 12.07(f).

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Related Fund" means, with respect to any Person, an Affiliate of such Person, or a fund or account managed by such Person or an Affiliate of such Person.

"Related Party Assignment" has the meaning specified therefor in Section 12.07(c)(ii).

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in the ambient air, soil, surface or ground water, or property.

"Remedial Action" means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; (c) perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or (d) perform any other actions authorized by 42 U.S.C. § 9601.

"Replacement Lender" has the meaning specified therefor in Section 12.02(b).

"Reportable Event" means an event described in Section 4043 of ERISA (other than the filing, commencement and continuation of the Chapter 11 Cases, and any event for which notice to the PBGC is waived under the regulations promulgated under such Section).

"Required Lenders" means Lenders whose Pro Rata Shares (calculated in accordance with clause (a) of the definition thereof) aggregate at least 50.1%.

"Requirements of Law" means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or

authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Reserve Percentage" means, on any day, for any Lender, the maximum percentage prescribed by the Board (or any successor Governmental Authority) for determining the reserve requirements (including any basic, supplemental, marginal, or emergency reserves) that are in effect on such date with respect to eurocurrency funding (currently referred to as "eurocurrency liabilities") of that Lender, but so long as such Lender is not required or directed under applicable regulations to maintain such reserves, the Reserve Percentage shall be zero.

"Restricted Payment" means (a) the declaration or payment of any dividend or other distribution, direct or indirect, on account of any Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, (b) the making of any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Equity Interests of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (c) the making of any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Equity Interests of any Loan Party, now or hereafter outstanding, (d) the return of any Equity Interests to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or make any other distribution of property, assets, shares of Equity Interests, warrants, rights, options, obligations or securities thereto as such, (e) the payment of any management, consulting, monitoring or advisory fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting, monitoring, advisory or other services agreement to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party, and (f) payments to any Subsidiary or any Affiliate that is not a debtor-in-possession in any of the Chapter 11 Cases other than, in the case of this clause (f), any such payments set forth in the Budget and permitted under Section 7.02(j) and specifically identified as a "Restricted Payment".

"Restructuring Support Agreement" has the meaning specified therefor in Section 9.01(cc).

"Retained Professionals" has the meaning specified in the definition of the term "Carve-Out Expenses".

"Sale and Leaseback Transaction" means, with respect to Patriot or any of its Subsidiaries, any arrangement, directly or indirectly, with any Person whereby Patriot or any of its Subsidiaries shall sell or transfer any property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the Federal government administering the Securities Act.

"Secured Party" means any Agent and any Lender.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time.

"Securitization" has the meaning specified therefor in Section 12.07(l).

"Standard & Poor's" means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc., and any successor thereto.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (a) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (b) of which more than 50% of (i) the outstanding Equity Interests having (in the absence of contingencies) ordinary voting power to elect a majority of the Board of Directors of such Person, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person. References to a Subsidiary shall mean a Subsidiary of Patriot unless the context expressly provides otherwise.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Termination Date" means the first date on which all of the Obligations are paid in full in cash and the Commitments of the Lenders are terminated.

"Termination Event" means (a) a Reportable Event with respect to any Employee Plan, (b) any event that causes any Loan Party or any of its ERISA Affiliates to incur liability under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 or 4975 of the Internal Revenue Code, which has a Material Adverse Effect (c) the filing of a notice of intent to terminate an Employee Plan or the treatment of an Employee Plan amendment as a termination under Section 4041 of ERISA, (d) the institution of proceedings by the PBGC to terminate an Employee Plan, or (e) any other event or condition that could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Employee Plan; provided, however, no Termination Event shall be deemed to have occurred as a result of the filing, commencement, announcement and continuation of the Chapter 11 Cases.

"Title Insurance Policy" means a mortgagee's loan policy, in form and substance reasonably satisfactory to the Collateral Agent, together with all endorsements made from time to time thereto, issued to the Collateral Agent by or on behalf of a title insurance company selected by or otherwise satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an amount and on terms and with such endorsements satisfactory to the Collateral Agent, delivered to the Collateral Agent.

"Total Commitment" means the sum of the amounts of the Lenders' Commitments.

"Trademarks" means all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Loan Party, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of any Loan Party relating to the distribution of products and services in connection with which any of such marks are used.

"Transferee" has the meaning specified therefor in Section 2.09(a).

"Uniform Commercial Code" or "UCC" has the meaning specified therefor in Section 1.04(b).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (PATRIOT) Act of 2001 (Title III of Pub. L. 107-56, Oct. 26, 2001)) as amended by the USA Patriot Improvement and Reauthorization Act of 2005 (Pub. L. 109-177, March 9, 2006) and as the same may have been or may be further renewed, extended, amended, or replaced.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"WARN" has the meaning specified therefor in Section 6.01(p).

"Withholding Agent" means any Loan Party and the Administrative Agent.

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or

otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, and (f) a reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

Section 1.03 Certain Matters of Construction. References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of any Agent, any agreement entered into by any Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by any Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by any Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of the Agents and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Loan Party or (ii) the knowledge that a senior officer would have obtained if such officer had engaged in good faith and diligent performance of such officer's duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Loan Party and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

Section 1.04 Accounting and Other Terms.

(a) Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP. For purposes of determining compliance with any incurrence or expenditure tests set forth in Section 7.01 and Section 7.02, any amounts so incurred or expended (to the extent incurred or expended in a currency other than Dollars) shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of such incurrence or expenditure under any provision of any such Section that has an aggregate Dollar limitation provided for therein (and to the extent the respective incurrence or expenditure test regulates the aggregate amount outstanding at any time and it is expressed in terms of Dollars, all outstanding amounts originally incurred or spent in currencies other than Dollars shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other publicly available service for displaying exchange rates as may be reasonably selected by the Agents or, in the event no such service is selected, on such other basis as is reasonably satisfactory to the Agents) as in effect on the date of any new incurrence or expenditures made under any provision of any such Section that regulates the Dollar amount outstanding at any time). Notwithstanding the foregoing, (i) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 840 on the definitions and covenants herein, GAAP as in effect on the Interim Facility Effective Date shall be applied and (ii) for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of Patriot and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

(b) All terms used in this Agreement which are defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code" or the "UCC") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as any Agent may otherwise determine.

Section 1.05 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York City on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Secured Party, such period shall in any event consist of at least one full day.

ARTICLE II

THE LOANS

Section 2.01 Commitments.

(a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Lender severally agrees to make Loans to the Borrowers (i) on the Interim Facility Effective Date and from time to time thereafter until the Final Facility Effective Date, in an amount not to exceed such Lender's Pro Rata Share of an aggregate principal amount of $5,000,000 of Loans and (ii) from time to time on and after the Final Facility Effective Date and during the term of this Agreement, in an amount not to exceed such Lender's Commitment, and in each case to the extent (but only to the extent) contemplated by the Budget (including any additional amounts required as a result of a variance from the Budget that does not constitute a Material Adverse Deviation).

(b) Any principal amount of the Loan which is repaid or prepaid may not be reborrowed.

Section 2.02 Making the Loans.

(a) The Administrative Borrower shall give the Administrative Agent prior telephonic notice (immediately confirmed in writing, in substantially the form of Exhibit C hereto (a "Notice of Borrowing")), not later than 12:00 noon (New York City time) on the date which is (i) 3 Business Days prior to the date of the proposed LIBOR Rate Loan (or such shorter period as the Administrative Agent is willing to accommodate from time to time, but in no event later than 12:00 noon (New York City time) on the borrowing date of the proposed LIBOR Rate Loan) or (ii) the date of the proposed Reference Rate Loan. Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount of the proposed Loan, (ii) whether the Loan is requested to be a Reference Rate Loan or a LIBOR Rate Loan and, in the case of a LIBOR Rate Loan, the initial Interest Period with respect thereto, (iii) the use of the proceeds of such proposed Loan, and (iv) the proposed borrowing date, which must be a Business Day, and shall certify that the proposed Loan is in an amount contemplated by the Budget (including any additional amounts required as a result of a variance from the Budget that does not constitute a Material Adverse Deviation). The Administrative Agent and the Lenders may act without liability upon the basis of written, telecopied or telephonic notice believed by the Administrative Agent in good faith to be from the Administrative Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Administrative Borrower to the Administrative Agent). Each Borrower hereby waives the right to dispute the Administrative Agent's record of the terms of any such telephonic Notice of Borrowing. The Administrative Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Loan on behalf of the Borrowers until the Administrative Agent receives written notice to the contrary. The Administrative Agent and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrowers shall be bound to make a borrowing in accordance therewith.

Each Loan shall be made in a minimum amount of $100,000 and shall be in an integral multiple of $100,000.

(c) (i) Except as otherwise provided in this Section 2.02(c), all Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Commitment, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Loan requested hereunder, nor shall the Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Loan requested hereunder, and each Lender shall be obligated to make the Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

Section 2.03 Repayment of Loans; Evidence of Debt.

(a) [Intentionally Omitted].

(b) The outstanding unpaid principal amount of the Loan, and all accrued and unpaid interest thereon, shall be due and payable on the earlier of (i) the date on which the Loan is declared due and payable pursuant to the terms of this Agreement and (ii) the Final Maturity Date.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(e) The entries made in the accounts maintained pursuant to Section 2.03(c) or Section 2.03(d) shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that (i) the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement and (ii) in the event of any conflict between the entries made in the accounts maintained pursuant to Section 2.03(c) and the accounts maintained pursuant to Section 2.03(d), the accounts maintained pursuant to Section 2.03(d) shall govern and control.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrowers shall execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in a form furnished by the Collateral Agent and reasonably acceptable to the Administrative Borrower. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more promissory notes in such form payable to the order of the payee

named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

Section 2.04 Interest.

(a) [Intentionally Omitted].

(b) Loans. Subject to the terms of this Agreement, at the option of the Administrative Borrower, each Loan or any portion thereof shall be either a Reference Rate Loan or a LIBOR Rate Loan. Each portion of a Loan that is a Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of the Loan until repaid, at a rate per annum equal to the Reference Rate plus the Applicable Margin. Each portion of a Loan that is a LIBOR Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Loan until repaid, at a rate per annum equal to the LIBOR Rate for the Interest Period in effect for such Loan (or such portion thereof) plus the Applicable Margin.

(c) Default Interest. To the extent permitted by law and notwithstanding anything to the contrary in this Section, upon the occurrence and during the continuance of an Event of Default, the principal of, and all accrued and unpaid interest on, all Loans, fees, indemnities or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate.

(d) Interest Payment. Interest on each Loan shall be payable (i) monthly, in arrears, on the first day of each month, commencing on the first day of the month following the month in which such Loan is made and (ii) at maturity (whether upon demand, by acceleration or otherwise. Interest at the Post-Default Rate shall be payable on demand. Each Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 4.01 with the amount of any interest payment due hereunder.

(e) General. All interest and fees shall be computed on the basis of a year of 360 days (except that interest at the Reference Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year)) for the actual number of days, including the first day but excluding the last day, elapsed.

Section 2.05 Reduction of Commitment; Prepayment of Loans.

(a) Reduction of Commitment. The Total Commitment shall terminate at 5:00 p.m. (New York City time) on the Final Maturity Date. The Borrowers may reduce the Total Commitment to an amount (which may be zero) not less than the sum of (A) the aggregate unpaid principal amount of all Loans then outstanding and (B) the aggregate principal amount of all Loans not yet made as to which a Notice of Borrowing has been given by the Administrative Borrower under Section 2.02. Each such reduction shall be (1) in an amount which is an integral multiple of $500,000 (or by the full amount of the Total Commitment in effect immediately prior to such reduction if such amount at that time is less than $500,000), (2) made by providing

written notice to the Administrative Agent, and (3) irrevocable. Once reduced, the Total Commitment may not be increased. Each such reduction of the Total Commitment shall reduce the Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof.

(b) Optional Prepayment. The Borrowers may, at any time and from time to time, upon written notice to the Agents, prepay the principal of the Loans, in whole or in part. Each prepayment made pursuant to this clause (b) shall be accompanied by the payment of accrued interest to the date of such payment on the amount prepaid.

(c) Termination of Agreement. The Borrowers may, upon written notice to the Administrative Agent, terminate this Agreement by paying to the Administrative Agent, the full amount of the Obligations, in cash. If the Administrative Borrower has sent a notice of termination pursuant to this Section 2.05(c), then the Lenders' obligations to extend credit hereunder shall terminate and the Borrowers shall be obligated to repay the Obligations, in full, on the date set forth as the date of termination of this Agreement in such notice.

(d) Mandatory Prepayment.

(i) [Intentionally Omitted].

(ii) Immediately upon any Disposition (excluding Dispositions which qualify as Permitted Dispositions under clauses (a), (b), (c), (d), (e), (f) or (g) of the definition of Permitted Disposition) by any Loan Party or its Subsidiaries, the Borrowers shall prepay the outstanding principal amount of the Loans in accordance with Section 2.05(e) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such Disposition. Nothing contained in this Section 2.05(d)(ii) shall permit any Loan Party or any of its Subsidiaries to make a Disposition of any property other than in accordance with Section 7.02(c)(ii).

(iii) Upon the issuance or incurrence by any Loan Party or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), the Borrowers shall prepay the outstanding amount of the Loans in accordance with Section 2.05(e) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith. The provisions of this Section 2.05(d)(iii) shall not be deemed to be implied consent to any such issuance, incurrence or sale otherwise prohibited by the terms and conditions of this Agreement.

(iv) Upon the receipt by any Loan Party or any of its Subsidiaries of any Extraordinary Receipts, the Borrowers shall prepay the outstanding principal of the Loans in accordance with Section 2.05(e) in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection therewith.

(v) [Intentionally Omitted.]

(vi) [Intentionally Omitted.]

(vii) Without limiting any other provision of this Agreement or any other Loan Document permitting or requiring prepayment of the Loans in whole or in part, the Borrowers shall prepay the Loans in full on the date which is thirty-five (35) days following the

Filing Date in the event that the Final Bankruptcy Court Order shall not have been entered on or before such date.

(viii) In the event that the Pre-Petition Lenders are required to repay or disgorge to any Loan Party, or to any representatives of any such Loan Party's estate, and have repaid, all or any portion of the Pre-Petition Obligations authorized and directed to be repaid pursuant to any court order, as the case may be, or any payment on account of the Pre-Petition Obligations made to any Pre-Petition Lender is rescinded for any reason whatsoever, including, but not limited to, as a result of any Avoidance Action, or any other action, suit, proceeding or claim brought under any other provision of the Bankruptcy Code or any applicable state law, or any other similar provisions under any other state or federal statutory or common law (all such amounts actually received by the Borrowers or any representative of the Borrowers' estates being hereafter referred to as the "Avoided Payments"), then, in such event, the Borrowers shall prepay the Loans hereunder in an amount equal to the lesser of (A) the outstanding principal amount of the Loans and (B) 100% of such Avoided Payments (with a corresponding permanent reduction in any undrawn Total Commitment to the extent that such Avoided Payments exceed the outstanding principal amount of the Loans) immediately upon receipt of the Avoided Payments by the Borrowers or any representative of the Borrowers' estate.

(ix) No later than one (1) Business Day after the Final Facility Effective Date, the Loan Parties shall pay in full, with the proceeds of Loans hereunder, the total outstanding amount of the Pre-Petition Collateral Agent Advances (together with all accrued and unpaid interest, including default rate interest, thereon).

(e) Application of Payments. Each prepayment pursuant to subsections (d)(ii), (d)(iii) and (d)(iv) above shall be applied ratably to the Loans until paid in full. Notwithstanding the foregoing, after the occurrence and during the continuance of an Event of Default, if the Administrative Agent has elected, or has been directed by the Collateral Agent or the Required Lenders, to apply payments in respect of any Obligations in accordance with Section 4.03(b), prepayments required under Section 2.05(d) shall be applied in the manner set forth in Section 4.03(b).

(f) Interest and Fees. Any prepayment made pursuant to this Section 2.05 shall be accompanied by (i) accrued interest on the principal amount being prepaid to the date of prepayment and (ii) any Funding Losses payable pursuant to Section 2.08.

(g) [Intentionally Omitted.]

Section 2.06 Fees.

(a) Closing Fee. On or prior to the Interim Facility Effective Date, the Borrowers shall pay to the Administrative Agent, for the account of the Lenders, a non-refundable closing fee (the "Closing Fee") equal to $155,000, which shall be deemed fully earned when paid.

(b) [Intentionally Omitted].

(c) Loan Servicing Fee. From and after the Interim Facility Effective Date and until the Termination Date, the Borrowers shall pay to the Administrative Agent for the account of the Agents, in accordance with a written agreement between such Agents, a non-refundable loan servicing fee (the "Loan Servicing Fee") equal to an aggregate amount of $5,000 each month, which shall be deemed fully earned when paid and which shall be payable on the Interim Facility Effective Date (payable ratably based on the number of days remaining in the calendar month in which the Interim Facility Effective Date occurs) and monthly in advance thereafter on the first day of each calendar month after the Interim Facility Effective Date.

(d) [Intentionally Omitted].

(e) [Intentionally Omitted].

(f) Audit and Collateral Monitoring Fees. The Borrowers acknowledge that pursuant to Section 7.01(f), representatives of the Agents may visit any or all of the Loan Parties and/or conduct inspections and environmental site assessments of any or all of the Loan Parties at any time and from time to time upon reasonable advance notice to the Borrowers (unless an Event of Default has occurred and is continuing, in which case, no such notice shall be required). The Borrowers agree to pay, without duplication of any such amounts payable under the Pre-Petition Financing Agreement, (i) $1,500 per day per examiner plus the examiner's out-of-pocket costs and reasonable expenses incurred in connection with all such visits, inspections, environmental site assessments and (ii) the costs and reasonable expenses incurred in connection with all visits, inspections and environmental site assessments conducted by a third party on behalf of the Agents; provided, that so long as no Event of Default shall have occurred and be continuing, the Borrowers shall not be obligated to reimburse the Agents for costs and expenses in incurred in connection with more than one visit or inspection during any calendar year.

Section 2.07 LIBOR Option.

(a) The Borrowers may, at any time and from time to time, so long as no Default or Event of Default has occurred and is continuing, elect to have interest on all or a portion of the Loans be charged at a rate of interest based upon the LIBOR Rate (the "LIBOR Option") by notifying the Administrative Agent prior to 11:00 a.m. (New York City time) at least 3 Business Days prior to (i) the proposed borrowing date of a Loan (as provided in Section 2.02), (ii) in the case of the conversion of a Reference Rate Loan to a LIBOR Rate Loan, the commencement of the proposed Interest Period or (iii) in the case of the continuation of a LIBOR Rate Loan as a LIBOR Rate Loan, the last day of the then current Interest Period (the "LIBOR Deadline"). Notice of the Borrowers' election of the LIBOR Option for a permitted portion of the Loans and an Interest Period pursuant to this Section 2.07(a) shall be made by delivery to the Administrative Agent of (A) a Notice of Borrowing (in the case of the initial making of a Loan) in accordance with Section 2.02 or (B) a LIBOR Notice prior to the LIBOR Deadline (or by telephonic notice received by the Administrative Agent before the LIBOR Deadline (to be confirmed by delivery to the Administrative Agent of a LIBOR Notice received by the Administrative Agent prior to 5:00 p.m. (New York City time) on the same day)). Promptly upon its receipt of each such LIBOR Notice, the Administrative Agent shall provide a copy thereof to each of the Lenders. Each LIBOR Notice shall be irrevocable and binding on the Borrowers.

(b) Interest on LIBOR Rate Loans shall be payable in accordance with Section 2.04(d). On the last day of each applicable Interest Period, unless the Borrowers properly have exercised the LIBOR Option with respect thereto, the interest rate applicable to such LIBOR Rate Loans automatically shall convert to the rate of interest then applicable to Reference Rate Loans of the same type hereunder. At any time that a Default or an Event of Default has occurred and is continuing, the Borrowers no longer shall have the option to request that any portion of the Loans bear interest at the LIBOR Rate and the Administrative Agent shall have the right to convert the interest rate on all outstanding LIBOR Rate Loans to the rate of interest then applicable to Reference Rate Loans of the same type hereunder prior to the last day of the then current Interest Period.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Borrowers (i) shall have not more than 5 LIBOR Rate Loans in effect at any given time, and (ii) only may exercise the LIBOR Option for LIBOR Rate Loans of at least $500,000 and integral multiples of $100,000 in excess thereof.

(d) The Borrowers may prepay LIBOR Rate Loans at any time; provided, however, that in the event that LIBOR Rate Loans are prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any mandatory prepayment pursuant to Section 2.05(d) or any application of payments or proceeds of Collateral in accordance with Section 4.03 or Section 4.04 or for any other reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, the Borrowers shall indemnify, defend, and hold the Agents and the Lenders and their participants harmless against any and all Funding Losses in accordance with Section 2.08.

(e) Anything to the contrary contained herein notwithstanding, neither any Agent nor any Lender, nor any of their participants, is required actually to acquire eurodollar deposits to fund or otherwise match fund any Obligation as to which interest accrues at the LIBOR Rate.

Section 2.08 Funding Losses. In connection with each LIBOR Rate Loan, the Borrowers shall indemnify, defend, and hold the Agents and the Lenders harmless against any loss, cost, or expense incurred by any Agent or any Lender as a result of (a) the payment of any principal of any LIBOR Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of a Default or an Event of Default or any mandatory prepayment required pursuant to Section 2.05(d)), (b) the conversion of any LIBOR Rate Loan other than on the last day of the Interest Period applicable thereto (including as a result of a Default or an Event of Default), or (c) the failure to borrow, convert, continue or prepay any LIBOR Rate Loan on the date specified in any Notice of Borrowing or LIBOR Notice delivered pursuant hereto (such losses, costs, and expenses, collectively, "Funding Losses"). Funding Losses shall, with respect to any Agent or any Lender, be deemed to equal the amount reasonably determined by such Agent or such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such LIBOR Rate Loan had such event not occurred, at the LIBOR Rate that would have been applicable thereto, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period therefor),

minus (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Agent or such Lender would be offered were it to be offered, at the commencement of such period, Dollar deposits of a comparable amount and period in the London interbank market. A certificate of an Agent or a Lender delivered to the Administrative Borrower setting forth any amount or amounts that such Agent or such Lender is entitled to receive pursuant to this Section 2.08 shall be conclusive absent manifest error.

Section 2.09 Taxes.

(a) Any and all payments by or on account of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction for any and all Taxes, except as required by applicable law. If any Loan Party shall be required to deduct any Taxes from or in respect of any sum payable hereunder to any Secured Party (or any transferee or assignee thereof, including a participation holder (any such entity, a "Transferee")), (i) the applicable Withholding Agent shall make such deductions and (ii) the applicable Withholding Agent shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law and (iii) if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased by the amount (an "Additional Amount") necessary such that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.09) such Secured Party (or such Transferee) receives the amount equal to the sum it would have received had no such deductions been made.

(b) In addition, each Loan Party agrees to pay to the relevant Governmental Authority in accordance with applicable law any Other Taxes. Each Loan Party shall deliver to each Secured Party official receipts in respect of any Taxes or Other Taxes payable hereunder promptly after payment of such Taxes or Other Taxes.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Secured Party harmless from and against Indemnified Taxes and Other Taxes (including, without limitation, Indemnified Taxes and Other Taxes imposed on any amounts payable under this Section 2.09) paid by such Person, whether or not such Indemnified Taxes or Other Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Person makes written demand therefore specifying in reasonable detail the nature and amount of such Indemnified Taxes or Other Taxes.

(d) Each Lender (or Transferee) that is not a U.S. Person (a "Non-U.S. Lender") agrees that it shall, no later than the Interim Facility Effective Date (or, in the case of a Lender which becomes a party hereto pursuant to Section 12.07 hereof after the Interim Facility Effective Date, promptly after the date upon which such Lender becomes a party hereto), and from time to time thereafter upon the reasonable request of an Agent or a Loan Party, deliver to the Agents properly completed and duly executed copies of U.S. Internal Revenue Service Form W-8BEN, W-8BEN-E, W-8ECI, W-8IMY, W-9, or other certification documents from each Lender and each beneficial owner or any subsequent versions thereof or successors thereto, as applicable, in each case claiming complete exemption from, or reduced rate of, U.S. Federal withholding tax on payments of interest hereunder. In addition, in the case of a Non-U.S. Lender claiming exemption from U.S. Federal withholding tax under Section 871(h) or 881(c) of the Internal Revenue Code, such Non-U.S. Lender hereby represents to the Agents and the

Borrowers that such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Internal Revenue Code, is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code) of Patriot and is not a controlled foreign corporation related to Patriot (within the meaning of Section 864(d)(4) of the Internal Revenue Code), and such Non-U.S. Lender agrees that it shall promptly notify the Agents in the event any such representation is no longer accurate. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of a Transferee that is a participation holder, on or before the date such participation holder becomes a Transferee hereunder) and on or before the date, if any, such Non-U.S. Lender changes its applicable lending office by designating a different lending office (a "New Lending Office"). Each Lender (or Transferee) that is a U.S. Person agrees that it shall, no later than the Interim Facility Effective Date (or, in the case of a Lender which becomes a party hereto pursuant to Section 12.07 hereof after the Interim Facility Effective Date, promptly after the date upon which such Lender becomes a party hereto), and from time to time thereafter upon the reasonable request of an Agent or a Loan Party, deliver to the Agents properly completed and duly executed copies of U.S. Internal Revenue Service Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax. In addition, each Lender (or Transferee) or Agent shall deliver such forms within 20 days after receipt of a written request therefor from the Administrative Borrower or any Agent, the assigning Lender or the Lender granting a participation, as applicable. Notwithstanding any other provision of this Section 2.09, a Non-U.S. Lender shall not be required to deliver any form pursuant to this Section 2.09(d) that such Non-U.S. Lender is not legally able to deliver.

(e) Any Secured Party (or Transferee) claiming any indemnity payment or additional payment amounts payable pursuant to this Section 2.09 or Section 2.10 or Section 2.11 below shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document reasonably requested in writing by the Administrative Borrower or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or additional amount that may thereafter accrue, would not require such Secured Party (or Transferee) to disclose any information such Secured Party (or Transferee) deems confidential and would not, in the sole determination of such Secured Party (or Transferee), be otherwise disadvantageous to such Secured Party (or Transferee). If any Secured Party (or Transferee) declines or is unable to change the jurisdiction of its applicable lending office as set forth above, then the Administrative Borrower may, at its sole expense and effort, upon notice to such Secured Party (or Transferee), require such Secured Party to assign and delegate, without recourse (in accordance with and subject to the restrictions set forth in Section 12.07), all of its interests, rights (other than its existing rights to payment pursuant to Section 2.09 or Section 2.10) and obligations under this Agreement and the related Loan Documents to an eligible assignee pursuant to Section 12.07 that shall assume such obligations (which assignee may be another Secured Party, if a Secured Party accepts such assignment); provided that:

(i) Administrative Borrower shall have paid the applicable assignment fee, if any, specified in Section 12.07;

(ii) Such Secured Party shall have received payment of an amount equal to the outstanding principal of its Loans and participations pursuant to this Agreement and the related Loan Documents, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Administrative Borrower (in the case of all other amounts);

(iii) In the case of any such assignment resulting from a claim for compensation under Section 2.10 or payments required to be made pursuant to Section 2.09, such assignment will result in a reduction in such compensation or payment thereafter;

(iv) In the case of any such assignment resulting a notice delivered by a Lender under Section 2.11, such assignment ill eliminate such illegality; and

(v) Such assignment does not conflict with applicable law.

(f) If any Secured Party (or a Transferee) shall become aware that it is entitled to claim a refund from a Governmental Authority in respect of Taxes or Other Taxes with respect to which any Loan Party has made an indemnity payment or paid additional amounts, pursuant to this Section 2.09, it shall promptly notify the Administrative Borrower of the availability of such refund claim and shall, within 30 days after receipt of a request by the Administrative Borrower, make a claim to such Governmental Authority for such refund at the Loan Parties' expense. If any Secured Party (or a Transferee) receives a refund (including pursuant to a claim for refund made pursuant to the preceding sentence) in respect of any Taxes or Other Taxes with respect to which any Loan Party has made an Indemnity payment or paid additional amounts pursuant to this Section 2.09, it shall within 30 days from the date of such receipt pay over such refund to the Administrative Borrower, net of all out-of-pocket expenses of such Secured Party (or Transferee).

(g) If a payment made to a Lender (or Transferee) or any Agent under any Loan Document would be subject to U.S. Federal withholding tax imposed by FATCA if such Lender (or Transferee) or Agent were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender (or Transferee) or Agent shall deliver to the Administrative Borrower and the Agents at the time or times prescribed by law and at such time or times reasonably requested by the Administrative Borrower or the Agents such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Administrative Borrower or the Agents as may be necessary for the Administrative Borrower and the Agents to comply with their obligations under FATCA and to determine that such Lender (or Transferee) or Agent has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (g), "FATCA" shall include any amendments made to FATCA after the date of this Agreement. Any forms, certifications or other documentation under this clause (g) shall be delivered by each Lender (or Transferee) and each Agent.

(h) The obligations of the Loan Parties under this Section 2.09 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.10 Increased Costs and Reduced Return.

(a) If any Secured Party shall have determined that any Change in Law shall (i) subject such Secured Party, or any Person controlling such Secured Party to any tax, duty or other charge with respect to this Agreement or any Loan made by such Agent or such Lender, or change the basis of taxation of payments to such Secured Party or any Person controlling such Secured Party of any amounts payable hereunder (except for (w) taxes on the overall net income of such Secured Party or any Person controlling such Secured Party, (x) Indemnified Taxes, (y) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, and (z) Connection Income Taxes), (ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against any Loan or against assets of or held by, or deposits with or for the account of, or credit extended by, such Secured Party or any Person controlling such Secured Party or (iii) impose on such Secured Party or any Person controlling such Secured Party any other condition regarding this Agreement or any Loan, and the result of any event referred to in clauses (i), (ii) or (iii) above shall be to increase the cost to such Secured Party of making any Loan, or agreeing to make any Loan, or to reduce any amount received or receivable by such Secured Party hereunder, then, upon demand by such Secured Party, the Borrowers shall pay to such Secured Party such additional amounts as will compensate such Secured Party for such increased costs or reductions in amount.

(b) If any Secured Party shall have determined that any Change in Law affecting the amount of capital required or expected to be maintained by such Secured Party or any Person controlling such Secured Party has or would have the effect of reducing the rate of return on such Secured Party's or such other controlling Person's capital to a level below that which such Secured Party or such controlling Person could have achieved but for such Change in Law as a consequence of any Loans made or maintained, or any agreement to make Loans or such Secured Party's or such other controlling Person's other obligations hereunder (in each case, taking into consideration, such Secured Party's or such other controlling Person's policies with respect to capital adequacy), then from time to time the Borrower's shall pay to such Secured Party such additional amounts as will compensate such Secured Party for such reduction in the rate of return on such Secured Party's or such other controlling Person's capital.

(c) A certificate of such Secured Party claiming compensation under this Section 2.10, specifying the event herein above described and the nature of such event shall be submitted by such Secured Party to the Administrative Borrower, setting forth the additional amount due and an explanation of the calculation thereof, and such Secured Party's reasons for invoking the provisions of this Section 2.10, and shall be final and conclusive absent manifest error. The Administrative Borrower shall pay such Secured Party the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to the foregoing provisions of this Section 2.10 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrowers shall not be required

to compensate a Lender pursuant to the foregoing provisions of this Section 2.10 for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Administrative Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) The obligations of the Loan Parties under this Section 2.10 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

Section 2.11 Changes in Law; Impracticability or Illegality.

(a) [Intentionally Omitted].

(b) In the event that any change in market conditions or any law, regulation, treaty, or directive, or any change therein or in the interpretation of application thereof, shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain LIBOR Rate Loans or to continue such funding or maintaining, or to determine or charge interest rates at the LIBOR Rate, such Lender shall give notice of such changed circumstances to the Administrative Borrower and the Administrative Agent, and the Administrative Agent promptly shall transmit the notice to each other Lender and (i) in the case of any LIBOR Rate Loans of such Lender that are outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such LIBOR Rate Loans, and interest upon the LIBOR Rate Loans of such Lender thereafter shall accrue interest at the rate then applicable to Reference Rate Loans of the same type hereunder, and (ii) the Borrowers shall not be entitled to elect the LIBOR Option (including in any borrowing, conversion or continuation then being requested) until such Lender determines that it would no longer be unlawful or impractical to do so.

(c) The obligations of the Loan Parties under this Section 2.11 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

ARTICLE III

SECURITY AND ADMINISTRATIVE PRIORITY

Section 3.01 Collateral; Grant of Lien and Security Interest.

(a) As collateral for the full and timely payment, performance and observance of all of the Obligations, each Loan Party hereby assigns, pledges and grants (or causes the assignment, pledge and grant in respect of any indirectly owned assets) to the Collateral Agent, for the benefit of the Agents and the Lenders, a security interest in and to, and Liens on, all of the property, assets or interests in property or assets of such Person, of any kind or nature whatsoever, real or personal, now existing or hereafter acquired or created, including, without limitation, all property of the "estate" (within the meaning of the Bankruptcy Code) of such Loan

Party, and all accounts, inventory, goods, contract rights, instruments, documents, documents of title, chattel paper, Patents, Trademarks, Copyrights and licenses therefor, general intangibles, intangibles, payment intangibles, letters of credit, letter-of-credit rights, securities, money, securities accounts, supporting obligations, machinery and equipment, real property, fixtures, leases, all of the Equity Interests of each Subsidiary of such Loan Party, all of the Equity Interests of all other Persons directly owned by such Loan Party, money, investment property, deposit accounts, all commercial tort claims and all causes of action arising under the Bankruptcy Code or otherwise (including, without limitation, all proceeds of Avoidance Actions), and all cash and non-cash proceeds, rents, products and profits of any of the collateral described above (all property of the Loan Parties subject to the security interest referred to in this Section 3.01 being hereafter collectively referred to as the "Collateral"). Notwithstanding anything herein to the contrary, the term "Collateral" shall not include, and no Loan Party is pledging, nor granting a security interest hereunder in:

(i) any of such Loan Party's right, title or interest in any license, contract or agreement to which such Loan Party is a party or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant would, under the express terms of such license, contract or agreement result in a breach of the terms of or constitute a default under, such license, contract or agreement (other than to the extent that any such term (A) has been waived or (B) would be rendered ineffective pursuant to Sections 9-406, 9-408, 9-409 of the Uniform Commercial Code or other applicable provisions of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that (x) immediately upon the ineffectiveness, lapse, termination or waiver of any such provision, the Collateral shall include, and such Loan Party shall be deemed to have granted a security interest in, all such right, title and interest as if such provision had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and Liens upon any rights or interests of a Loan Party in or to the proceeds of or any monies due or to become due under, any such license, contract or agreement;

(ii) any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral;

(iii) in the case of a Foreign Subsidiary of such Loan Party, any percentage of the Equity Interests of such Foreign Subsidiary if such pledge violates any laws of any applicable foreign jurisdiction; and

(iv) Excluded Accounts.

(b) Upon entry of the Interim Bankruptcy Court Order or Final Bankruptcy Court Order, as the case may be, the Liens and security interests in favor of the Collateral Agent referred to in Section 3.01(a) shall be valid and perfected Liens on, and security interests in, the Collateral, prior to all other Liens on, and security interests in, the Collateral other than Permitted

Liens. Such Liens and security interests and their priority shall remain in effect until the Total Commitment shall have been terminated and all Obligations shall have been repaid in cash in full.

(c) Notwithstanding anything herein to the contrary (i) all proceeds received by the Agents and the Lenders from the Collateral subject to the Liens granted in Section 3.01(a) and in each other Loan Document and by the Bankruptcy Court Orders shall be subject to the prior payment of Carve-Out Expenses to the extent set forth in clause "first" of the definition of the term "Agreed Administrative Expense Priorities", and (ii) no Person entitled to such Carve-Out Expenses shall be entitled to sell or otherwise dispose, or seek or object to the sale or other disposition, of any Collateral.

Section 3.02 Administrative Priority. Each of the Loan Parties agrees for itself that the Obligations of such Person shall constitute allowed administrative expenses in the Chapter 11 Cases, having priority in payment over any and all administrative expenses, now existing or hereafter arising, of the kinds specified in or ordered pursuant to any provision of the Bankruptcy Code, including, but not limited to Bankruptcy Code Sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code, subject only to the prior payment of Carve-Out Expenses to the extent set forth in clause "first" of the definition of the term "Agreed Administrative Expense Priorities".

Section 3.03 Grants, Rights and Remedies. The Liens and security interests granted pursuant to Section 3.01 hereof and the administrative priority granted pursuant to Section 3.02 may be independently granted by the Loan Documents and by other Loan Documents hereafter entered into. This Agreement, the Bankruptcy Court Orders and such other Loan Documents supplement each other, and the grants, priorities, rights and remedies of the Agents and the Lenders hereunder and thereunder are cumulative.

Section 3.04 No Filings Required. The Liens and security interests referred to herein shall be deemed valid and perfected by entry of the Interim Bankruptcy Court Order or the Final Bankruptcy Court Order, as the case may be. The Collateral Agent shall not be required to file any financing statements, mortgages, certificates of title, notices of Lien or similar instruments in any jurisdiction or filing office or to take any other action in order to validate or perfect the Lien and security interest granted by or pursuant to this Agreement, the Interim Bankruptcy Court Order, or the Final Bankruptcy Court Order, as the case may be, or any other Loan Document; provided, that the Collateral Agent shall be permitted to file any financing statements, mortgages, certificates of title, notices of Lien or similar instruments in any jurisdiction or filing office or to take any other action with respect to the Lien and security interest granted by or pursuant to this Agreement.

Section 3.05 Survival. The Liens, lien priority, administrative priorities and other rights and remedies granted to the Agents and the Lenders pursuant to this Agreement, the Bankruptcy Court Orders and the other Loan Documents (specifically including, but not limited to, the existence, perfection and priority of the Liens and security interests provided herein and therein, and the administrative priority provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of Indebtedness by any Loan Party (pursuant to Section 364 of the Bankruptcy Code or otherwise), or

by any dismissal or conversion of any of the Chapter 11 Cases, or by any other act or omission whatsoever. Without limitation, notwithstanding any such order, financing, extension, incurrence, dismissal, conversion, act or omission:

(a) except for the Carve-Out Expenses to the extent set forth in clause "first" of the definition of the term "Agreed Administrative Expense Priorities", no costs or expenses of administration which have been or may be incurred in the Chapter 11 Cases or any conversion of the same or in any other proceedings related thereto, and no priority claims, are or will be prior to or on parity with any claim of the Agents and the Lenders against any Loan Party in respect of any Obligation; and

(b) the Liens in favor of the Agents and the Lenders set forth in Section 3.01 hereof shall constitute valid and perfected first priority Liens and security interests to which other Liens and security interests may be subordinate and junior, and which Liens and security interests shall be prior to all other Liens and security interests, now existing or hereafter arising, in favor of any other creditor or any other Person whatsoever, other than Permitted Liens.

Section 3.06 Further Assurances. The Loan Parties shall take any other actions reasonably requested by the Agents and the Lenders from time to time to cause the attachment, perfection and first priority of, and the ability of the Agents and the Lenders to enforce, the security interest of the Agents and the Lenders in any and all of the Collateral, including, without limitation, (a) executing and delivering any requested security agreement, pledge agreement or mortgage, (b) executing, delivering and, where appropriate, filing financing statements and amendments requested and related thereto under the Uniform Commercial Code or other applicable law, to the extent, if any, that any Loan Party's signature thereon is required therefor, (c) if requested, causing the Collateral Agent's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Collateral Agent to enforce, the security interest of the Collateral Agent in such Collateral, (d) except as satisfied or rendered unnecessary by the Bankruptcy Court Orders, complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is requested and a condition to attachment, perfection or priority of, or ability of the Collateral Agent to enforce, the security interest of the Collateral Agent in such Collateral, and (e) except as satisfied or rendered unnecessary by the Bankruptcy Court Orders, obtaining the consents and approvals of any Governmental Authority or third party, including, without limitation, any consent of any licensor, lessor or other person obligated on Collateral, and taking all actions required by any earlier versions of the Uniform Commercial Code or by other law, as applicable in any relevant jurisdiction.

ARTICLE IV

APPLICATION OF PAYMENTS; DEFAULTING LENDERS; JOINT AND SEVERAL LIABILITY OF BORROWERS

Section 4.01 Payments; Computations and Statements.

(a) The Borrowers will make each payment under this Agreement not later than 12:00 noon (New York City time) on the day when due, in lawful money of the United

States of America and in immediately available funds, to the Administrative Agent's Account. All payments received by the Administrative Agent after 12:00 noon (New York City time) on any Business Day will be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrowers without set-off, counterclaim, recoupment, deduction or other defense to the Agents and the Lenders. Except as provided in Section 2.02, after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement. The Lenders and the Borrowers hereby authorize the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account of the Borrowers with any amount due and payable by the Borrowers under any Loan Document. Each of the Lenders and the Borrowers agrees that the Administrative Agent shall have the right to make such charges whether or not any Default or Event of Default shall have occurred and be continuing or whether any of the conditions precedent in Section 5.03 have been satisfied. The Lenders and the Borrowers confirm that any charges which the Administrative Agent may so make to the Loan Account of the Borrowers as herein provided will be made as an accommodation to the Borrowers and solely at the Administrative Agent's discretion, provided that the Administrative Agent shall from time to time upon the request of the Collateral Agent, charge the Loan Account of the Borrowers with any amount due and payable under any Loan Document. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) The Administrative Agent shall provide the Administrative Borrower, promptly after the end of each calendar month, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrowers during such month, the amounts and dates of all Loans made to the Borrowers during such month, the amounts and dates of all payments on account of the Loans to the Borrowers during such month and the Loans to which such payments were applied, the amount of interest accrued on the Loans to the Borrowers during such month, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, 30 days after the same is sent, shall be final and conclusive absent manifest error.

Section 4.02 Sharing of Payments. Except as provided in Section 2.02 hereof, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that (a) if all or any portion of such excess payment is

thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and each Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered and (b) the provisions of this Section shall not be construed to apply to (i) any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), or (ii) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans, other than to any Loan Party or any Subsidiary thereof (as to which the provisions of this Section shall apply). The Borrowers agree that any Lender so purchasing a participation from another Lender pursuant to this Section may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation.

Section 4.03 Apportionment of Payments. Subject to Section 2.02 hereof and to any written agreement among the Agents and/or the Lenders:

(a) All payments of principal and interest in respect of outstanding Loans, all payments of fees (other than the fees set forth in Section 2.06 hereof) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Loans, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Collateral Agent or the Required Lenders shall, apply all proceeds of the Collateral, subject to the provisions of this Agreement (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Agents until paid in full; (ii) second, ratably to pay interest then due and payable in respect of the Collateral Agent Advances until paid in full; (iii) third, ratably to pay principal of the Collateral Agent Advances until paid in full; (iv) fourth, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due and payable to the Lenders until paid in full; (v) fifth, ratably to pay interest then due and payable in respect of the Loans until paid in full; (vi) sixth, ratably to pay principal of the Loans until paid in full; and (vii) seventh, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 4.03(b) "paid in full" means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest, default interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part.

(d) In the event of a direct conflict between the priority provisions of this Section 4.03 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and

construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 4.03 shall control and govern.

Section 4.04 Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 12.02.

(b) The Administrative Agent shall not be obligated to transfer to such Defaulting Lender any payments made by any Borrower to the Administrative Agent for such Defaulting Lender's benefit, and, in the absence of such transfer to such Defaulting Lender, the Administrative Agent shall transfer any such payments to each other non-Defaulting Lender ratably in accordance with their Pro Rata Shares (without giving effect to the Pro Rata Shares of such Defaulting Lender) (but only to the extent that such Defaulting Lender's Loans were funded by the other Lenders). Subject to the foregoing, the Administrative Agent may hold and, in its discretion, re-lend to the Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by the Administrative Agent for the account of such Defaulting Lender.

(c) Any such failure to fund by any Defaulting Lender shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle the Borrowers to replace the Defaulting Lender with one or more substitute Lenders, and the Defaulting Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Defaulting Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Defaulting Lender shall execute and deliver an Assignment and Acceptance, subject only to the Defaulting Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Defaulting Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Defaulting Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Defaulting Lender shall be made in accordance with the terms of Section 12.07.

(d) The operation of this Section shall not be construed to increase or otherwise affect the Commitments of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by any Borrower of its duties and obligations hereunder to the Administrative Agent or to the Lenders other than such Defaulting Lender.

(e) This Section shall remain effective with respect to such Lender until either (i) the Obligations under this Agreement shall have been declared or shall have become immediately due and payable or (ii) the non-Defaulting Lenders, the Agents, and the Borrowers shall have waived such Defaulting Lender's default in writing, and the Defaulting Lender makes its Pro Rata Share of the applicable defaulted Loans and pays to the Agents all amounts owing

by such Defaulting Lender in respect thereof; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrowers while such Lender was a Defaulting Lender; provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

Section 4.05 Administrative Borrower; Joint and Several Liability of the Borrowers.

(a) Each Borrower hereby irrevocably appoints Patriot as the borrowing agent and attorney-in-fact for the Borrowers (the "Administrative Borrower") which appointment shall remain in full force and effect unless and until the Agents shall have received prior written notice signed by all of the Borrowers that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes the Administrative Borrower (i) to provide to the Agents and receive from the Agents all notices with respect to Loans obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and (ii) to take such action as the Administrative Borrower deems appropriate on its behalf to obtain Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loan Account and Collateral of the Borrowers in a combined fashion, as more fully set forth herein, is done solely as an accommodation to the Borrowers in order to utilize the collective borrowing powers of the Borrowers in the most efficient and economical manner and at their request, and that neither the Agents nor the Lenders shall incur liability to the Borrowers as a result hereof. Each Borrower expects to derive benefit, directly or indirectly, from the handling of the Loan Account and the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group.

(b) Each Borrower hereby accepts joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Agents and the Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each of the Borrowers and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Obligations. Each of the Borrowers, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including, without limitation, any Obligations arising under this Section 4.05), it being the intention of the parties hereto that all of the Obligations shall be the joint and several obligations of each of the Borrowers without preferences or distinction among them. If and to the extent that any of the Borrowers shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event, the other Borrowers will make such payment with respect to, or perform, such Obligation. Subject to the terms and conditions hereof, the Obligations of each of the Borrowers under the provisions of this Section 4.05 constitute the absolute and unconditional, full recourse Obligations of each of the Borrowers, enforceable against each such Person to the full extent of

its properties and assets, irrespective of the validity, regularity or enforceability of this Agreement, the other Loan Documents or any other circumstances whatsoever.

(c) The provisions of this Section 4.05 are made for the benefit of the Agents, the Lenders and their successors and assigns, and may be enforced by them from time to time against any or all of the Borrowers as often as occasion therefor may arise and without requirement on the part of the Agents, the Lenders or such successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any of the other Borrowers or to exhaust any remedies available to it or them against any of the other Borrowers or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 4.05 shall remain in effect until all of the Obligations shall have been paid in full or otherwise fully satisfied.

(d) Each of the Borrowers hereby agrees that it will not enforce any of its rights of contribution or subrogation against the other Borrowers with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to the Agents or the Lenders with respect to any of the Obligations or any Collateral, until such time as all of the Obligations have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to the Agents or the Lenders hereunder or under any other Loan Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations.

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness. This Agreement shall become effective as of the Business Day (the "Interim Facility Effective Date") when each of the following conditions precedent shall have been satisfied or waived in a manner satisfactory to the Agents:

(a) Interim Bankruptcy Court Order. The Interim Bankruptcy Court Order shall have been entered by the Bankruptcy Court on or before February [1], 2018, and the Collateral Agent shall have received a true and complete copy of such order, and such order shall be in full force and effect and shall not have been reversed, modified, amended, stayed, vacated or subject to appeal, absent prior written consent of the Agents, the Required Lenders and the Borrowers. The Interim Bankruptcy Court Order shall (i) find and conclude that the Loan Documents were negotiated in good faith and that the Agents and the Lenders are entitled to the protections of Section 364(e) of the Bankruptcy Code and (ii) order that, during the Interim Period, the Liens and security interests in favor of the Collateral Agent referred to in Section 3.04 hereof shall be valid and perfected Liens and security interests in the Collateral, prior to all other Liens and security interests in the Collateral other than Permitted Liens.

(b) Delivery of Documents. The Collateral Agent shall have received on or before the Interim Facility Effective Date the following, each in form and substance satisfactory

to the Collateral Agent and, unless indicated otherwise, dated the Interim Facility Effective Date and, if applicable, duly executed by the Persons party thereto:

(i) [Intentionally Omitted];

(ii) [Intentionally Omitted];

(iii) the results of searches for any effective UCC financing statements, tax Liens or judgment Liens filed against any Loan Party or its property, which results shall not show any such Liens (other than Permitted Liens acceptable to the Collateral Agent);

(iv) [Intentionally Omitted];

(v) [Intentionally Omitted];

(vi) [Intentionally Omitted];

(vii) a certificate of an Authorized Officer of each Loan Party, certifying (A) as to copies of the Governing Documents of such Loan Party, together with all amendments thereto (including, without limitation, a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document of each Loan Party certified as of a recent date not more than 30 days prior to the Interim Facility Effective Date by an appropriate official of the jurisdiction of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction), (B) as to a copy of the resolutions or written consents of such Loan Party authorizing (1) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, and (2) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith, and (C) the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document (in the case of a Borrower, including, without limitation, Notices of Borrowing, LIBOR Notices and all other notices under this Agreement and the other Loan Documents) to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers;

(viii) a certificate of the chief financial officer of Patriot certifying that all tax returns required to be filed by the Loan Parties have been filed and all taxes upon the Loan Parties or their properties, assets, and income (including real property taxes and payroll taxes) have been paid, except to the extent contested in good faith by proper proceedings and with respect to which adequate reserves have been set aside for the payment thereof;

(ix) [Intentionally Omitted];

(x) [Intentionally Omitted];

(xi) a certificate of the appropriate official(s) of the jurisdiction of organization and, if different, the jurisdiction of the principal place of business of each Loan Party certifying as of a recent date not more than 30 days prior to the Interim Facility Effective Date as to the subsistence in good standing of, and the payment of taxes by, such Loan Party in such jurisdictions;

(xii) [Intentionally Omitted];

(xiii) evidence of the insurance coverage required by Section 7.01(h) and such other insurance coverage with respect to the business and operations of the Loan Parties as the Collateral Agent may reasonably request, in each case, where requested by the Collateral Agent;

(xiv) [Intentionally Omitted];

(xv) [Intentionally Omitted];

(xvi) such other agreements, instruments, approvals, opinions and other documents, each satisfactory to the Agents in form and substance, as any Agent may reasonably request; and

(xvii) a copy of the Initial Budget, together with a certificate of an Authorized Officer of the Administrative Borrower stating that such Initial Budget has been prepared on a reasonable basis and in good faith and is based on assumptions believed by the Loan Parties to be reasonable at the time made and from the best information then available to the Loan Parties, which Initial Budget shall be in form and substance satisfactory to the Agents.

(c) Material Adverse Effect. The Collateral Agent shall have determined, in its sole judgment, that no event or development, except for the commencement of the Chapter 11 Cases, shall have occurred since January 1, 2018 which could reasonably be expected to have a Material Adverse Effect.

(d) Approvals. All consents, authorizations and approvals of, and filings and registrations with, and all other actions in respect of, any Governmental Authority or other Person required in connection with the making of the Loans shall have been obtained and shall be in full force and effect.

(e) Filing Date. The Filing Date shall have occurred not later than January 30, 2018.

(f) First Day Motions and Orders. The Agents shall have received on or before the Filing Date, copies of the first day motions and proposed first day orders to be filed by the Loan Parties with the Bankruptcy Court in the Chapter 11 Cases, each of which shall be in form and substance satisfactory to the Agents.

(g) Pre-Petition Financing Agreement. The Pre-Petition Lenders shall have received adequate protection in respect of the Liens securing the Pre-Petition Obligations in the form of (i) replacement Liens on the Collateral, subject only to the Liens securing the

Obligations, (ii) priority administrative expense claim status with respect to the Pre-Petition Obligations (subject only to (A) the super-priority administrative expense claim status of the Obligations to the extent of any diminution in value of the collateral securing the Pre-Petition Obligations caused by the Liens granted hereunder and under the other Loan Documents, (B) the Permitted Liens and (C) the Carve-Out), and (iii) payment of fees and expenses of the Pre-Petition Agents and Pre-Petition Lenders (including the reasonable and documented fees and out-of-pocket expenses of counsel to the Pre-Petition Agents).

Section 5.02 Conditions Precedent to Final Facility Effectiveness. The obligation of any Agent or any Lender to make any Loan during the Final Period shall commence as of the Business Day (the "Final Facility Effective Date") when each of the following conditions precedent shall have been satisfied or waived in a manner satisfactory to the Agents:

(a) Final Bankruptcy Court Order, Etc. The Final Bankruptcy Court Order shall have been signed and entered by the Bankruptcy Court on a date that is within thirty-five (35) days following the Filing Date, and the Agents shall have received a true and complete copy of such order, and such order shall be in full force and effect and shall not have been reversed, modified, amended, stayed, vacated or subject to appeal, absent the prior written consent of the Agents, the Required Lenders and the Borrowers. The Final Bankruptcy Court Order shall (i) find and conclude that the Loan Documents were negotiated in good faith and that the Agents and the Lenders are entitled to the protections of Section 364(e) of the Bankruptcy Code and (ii) order that, on the Final Facility Effective Date, the Liens and security interests in favor of the Collateral Agent referred to in Section 3.01 shall be valid and perfected Liens and security interests in the Collateral, prior to all other Liens and security interests in the Collateral.

(b) Liens; Priority. The Collateral Agent shall be satisfied that it has been granted, and still continues to hold, as the case may be, for the benefit of the Agents and the Lenders, a perfected, first priority Lien on and security interest in all of the Collateral (subject to any Permitted Liens).

(c) Budget. The Agents shall have received an updated Budget in accordance with Section 7.01(a)(ii), together with a certificate of an Authorized Officer of the Administrative Borrower dated as of the Final Facility Effective Date stating that such Budget has been prepared on a reasonable basis and in good faith and is based on assumptions believed by the Loan Parties to be reasonable at the time made and from the best information then available to the Loan Parties, which Budget shall be prepared in form and detail consistent with the Initial Budget and acceptable to the Agents.

(d) Material Adverse Effect. The Agents shall have determined, in their reasonable judgment, that no change having a Material Adverse Effect shall have occurred and be continuing since the Interim Facility Effective Date.

Section 5.03 Conditions Precedent to All Loans. The obligation of any Agent or any Lender to make any Loan after the Interim Facility Effective Date or Final Facility Effective Date, as applicable, is subject to the fulfillment or waiver, in a manner satisfactory to the Administrative Agent, of each of the following conditions precedent:

(a) Payment of Fees, Etc. The Borrowers shall have paid all fees, costs, expenses and taxes then payable by the Borrowers pursuant to this Agreement and the other Loan Documents, including, without limitation, Section 2.06 and Section 12.04 hereof.

(b) Representations and Warranties; No Event of Default. The following statements shall be true and correct, and the submission by the Administrative Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Loan, and the Borrowers' acceptance of the proceeds of such Loan, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Loan that: (i) the representations and warranties contained in Article VI and in each other Loan Document, certificate or other writing delivered to any Secured Party pursuant hereto or thereto on or prior to the date of such Loan are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to materiality or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct on and as of such earlier date), (ii) at the time of and after giving effect to the making of such Loan and the application of the proceeds thereof, no Default or Event of Default has occurred and is continuing or would result from the making of the Loan to be made, on such date and (iii) the conditions set forth in this Section 5.03 have been satisfied as of the date of such request.

(c) Legality. The making of such Loan shall not contravene any law, rule or regulation applicable to any Secured Party.

(d) Adverse Orders. No order shall have been entered (i) for appointment of a trustee, a receiver or an examiner with enlarged powers with respect to any Loan Party or the operation of any Loan Party's business, properties or assets beyond those set forth in subsections 1106(a)(3) and 1106(a)(4) of the Bankruptcy Code, or (ii) to convert the Chapter 11 Cases to a Chapter 7 case or to dismiss the Chapter 11 Cases.

(e) Litigation. Other than the Chapter 11 Cases, and except as set forth in Schedule 6.01(f) or otherwise subject to the stay imposed as a result of the Chapter 11 Cases, there shall exist no claim, action, suit, investigation, litigation or proceeding pending or, to the best knowledge of any Loan Party, threatened in writing in any court or before any arbitrator or Governmental Authority and which, in the opinion of the Agents, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

(f) Notices. The Administrative Agent shall have received a Notice of Borrowing pursuant to Section 2.02 hereof.

(g) Proceedings; Receipt of Documents. All proceedings in connection with the making of such Loan and the other transactions contemplated by this Agreement and the other Loan Documents, and all documents incidental hereto and thereto, shall be satisfactory to the Agents and their counsel, and the Agents and such counsel shall have received such other

agreements, instruments, approvals, opinions and other documents, each in form and substance reasonably satisfactory to the Agents, as any Agent may reasonably request.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties. Each Loan Party hereby represents and warrants to the Secured Parties as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the state or jurisdiction of its organization, (ii) subject to the entry of the Bankruptcy Court Orders, has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrowers, to make the borrowings hereunder, and to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. Subject to the entry of the Bankruptcy Court Orders, the execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Requirement of Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, not subject to the stay imposed as a result of the Chapter 11 Cases, except, in the case of clauses (ii)(B), (ii)(C) and (iv), to the extent where such contravention, default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to have a Material Adverse Effect.

(c) Governmental Approvals. Subject to the entry of the Bankruptcy Court Orders, no authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party other than filings and recordings with respect to Collateral to be made, or otherwise delivered to the Collateral Agent for filing or recordation.

(d) Enforceability of Loan Documents. From and after the Interim Bankruptcy Court Order Entry Date (with respect to the Interim Period), and, as applicable, from and after the Final Bankruptcy Court Order Entry Date (with respect to the Final Period), and subject to the Bankruptcy Court Orders, this Agreement is, and each other Loan Document to

which any Loan Party is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(e) Capitalization. The authorized Equity Interests of Patriot and each of its Subsidiaries and the issued and outstanding Equity Interests of Patriot and each of its Subsidiaries are as set forth on Schedule 6.01(e). All of the issued and outstanding shares of Equity Interests of Patriot and each of its Subsidiaries have been validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. All Equity Interests of such Subsidiaries of Patriot are owned by Patriot free and clear of all Liens (other than Permitted Specified Liens). Except as described on Schedule 6.01(e), there are no outstanding debt or equity securities of Patriot or any of its Subsidiaries and no outstanding obligations of Patriot or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights for the purchase or acquisition from Patriot or any of its Subsidiaries, or other obligations of Patriot or any of its Subsidiaries to issue, directly or indirectly, any shares of Equity Interests of Patriot or any of its Subsidiaries.

(f) Litigation. Other than the Chapter 11 Cases, and except as set forth in Schedule 6.01(f) or otherwise subject to the stay imposed as a result of the Chapter 11 Cases, there is no pending or, to the best knowledge of any Loan Party, threatened in writing action, suit or proceeding affecting any Loan Party or any of its properties before any court or other Governmental Authority or any arbitrator that (i) if adversely determined, could reasonably be expected to have a Material Adverse Effect or (ii) relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby.

(g) [Intentionally Omitted].

(h) Compliance with Law, Etc. No Loan Party or any of its Subsidiaries is in violation of (i) any of its Governing Documents, (ii) any Requirement of Law, except where the failure to so comply could not reasonably be expected to have a Material Adverse Effect, or (iii) any term of any Contractual Obligation (including, without limitation, any Material Contract) not subject to the stay imposed as a result of the Chapter 11 Cases binding on or otherwise affecting it or any of its properties, except where the failure to so comply could not reasonably be expected to have a Material Adverse Effect, and as of the Interim Facility Effective Date, no default or event of default has occurred and is continuing thereunder.

(i) ERISA. Except as set forth on Schedule 6.01(i), (i) each Employee Plan is in substantial compliance with ERISA and the Internal Revenue Code, (ii) no Termination Event has occurred nor is reasonably expected to occur with respect to any Employee Plan, (iii) the most recent annual report (Form 5500 Series) with respect to each Employee Plan, including any required Schedule B (Actuarial Information) thereto, copies of which have been filed with the Internal Revenue Service and delivered to the Agents, is complete and correct and fairly presents the funding status of such Employee Plan, and since the date of such report there has been no material adverse change in such funding status, (iv) copies of each agreement entered into with the PBGC, the U.S. Department of Labor or the Internal Revenue Service with respect to any

Employee Plan have been delivered to the Agents, (v) no Employee Plan had an accumulated or waived funding deficiency or permitted decrease which would create a deficiency in its funding standard account or has applied for an extension of any amortization period within the meaning of Section 412 of the Internal Revenue Code at any time during the previous 60 months, and (vi) no Lien imposed under the Internal Revenue Code or ERISA exists or is likely to arise on account of any Employee Plan within the meaning of Section 412 of the Internal Revenue Code. Except as set forth on Schedule 6.01(i), no Loan Party or any of its ERISA Affiliates has incurred any withdrawal liability under ERISA with respect to any Multiemployer Plan, or is aware of any facts indicating that it or any of its ERISA Affiliates may in the future incur any such withdrawal liability. No Loan Party or any of its ERISA Affiliates nor any fiduciary of any Employee Plan has (i) engaged in a nonexempt prohibited transaction described in Sections 406 of ERISA or 4975 of the Internal Revenue Code, (ii) failed to pay any required installment or other payment required under Section 412 of the Internal Revenue Code on or before the due date for such required installment or payment, (iii) engaged in a transaction within the meaning of Section 4069 of ERISA or (iv) incurred any liability to the PBGC which remains outstanding other than the payment of premiums, and there are no premium payments which have become due which are unpaid. There are no pending or, to the best knowledge of any Loan Party, threatened in writing claims, actions, proceedings or lawsuits (other than claims for benefits in the normal course) asserted or instituted against (i) any Employee Plan or its assets, (ii) any fiduciary with respect to any Employee Plan, or (iii) any Loan Party or any of its ERISA Affiliates with respect to any Employee Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party or any of its ERISA Affiliates maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) which provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or any of its ERISA Affiliates or coverage after a participant's termination of employment.

(j) Taxes, Etc. All foreign, Federal and material provincial, state and local tax returns and other reports required by applicable Requirements of Law to be filed by any Loan Party have been filed, or extensions have been obtained, and (ii) all taxes, assessments and other governmental charges imposed upon any Loan Party or any property of any Loan Party in an aggregate amount for all such taxes, assessments and other governmental charges exceeding $500,000 and which have become due and payable on or prior to the date hereof have been paid, with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U and X.

(l) Nature of Business.

(i) No Loan Party is engaged in any business other than as set forth on Schedule 6.01(l).

(ii) Except as disclosed in publicly available filings with the SEC or the Bankruptcy Court or otherwise disclosed to the Agents in writing, Patriot does not have any material liabilities (other than liabilities arising under the Loan Documents and the Pre-Petition Financing Agreement), own any material assets (other than the Equity Interests of its Subsidiaries) or engage in any operations or business (other than the ownership of its Subsidiaries).

(m) Adverse Agreements, Etc. No Loan Party or any of its Subsidiaries is a party to any Contractual Obligation or subject to any restriction or limitation in any Governing Document or any judgment, order, regulation, ruling or other requirement of a court or other Governmental Authority, in each case, not subject to the stay imposed as a result of the Chapter 11 Cases which (either individually or in the aggregate) has, or in the future could reasonably be expected (either individually or in the aggregate) to have, a Material Adverse Effect.

(n) Permits, Etc. Each Loan Party has, and is in compliance with, all permits, licenses, authorizations, approvals, entitlements and accreditations required for such Person lawfully to own, lease, manage or operate, or to acquire, each business and Facility currently owned, leased, managed or operated, or to be acquired, by such Person, except to the extent the failure to have or be in compliance therewith could not reasonably be expected to have a Material Adverse Effect.

(o) Properties. Each Loan Party has good and marketable title to, valid leasehold interests in, or valid licenses to use, all property and assets material to its business, free and clear of all Liens, except Permitted Liens. All such properties and assets are in good working order and condition, ordinary wear and tear excepted.

(p) Employee and Labor Matters. Except as could not reasonably be expected to have a Material Adverse Effect, there is (i) no unfair labor practice complaint pending or, to the best knowledge of any Loan Party, threatened in writing against any Loan Party before any Governmental Authority and no grievance or arbitration proceeding pending or threatened in writing against any Loan Party which arises out of or under any collective bargaining agreement, (ii) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened in writing against any Loan Party or (iii) to the best knowledge of each Loan Party, no union representation question existing with respect to the employees of any Loan Party and no union organizing activity taking place with respect to any of the employees of any Loan Party. Except as could not reasonably be expected to have a Material Adverse Effect, no Loan Party or any of its ERISA Affiliates has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law, which remains unpaid or unsatisfied. The hours worked and payments made to employees of any Loan Party have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent such violation could not reasonably be expected to have a Material Adverse Effect. All payments due from any Loan Party on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of such Loan Party, except to the extent that the failure to pay or accrue such amount could not reasonably be expected to result in a Material Adverse Effect.

(q) Environmental Matters. Except as set forth on Schedule 6.01(q), (i) the operations of each Loan Party are in compliance with all Environmental Laws, except to the extent that such non-compliance could not reasonably be expected to result in a Material Adverse Effect; (ii) there has been no Release at any of the properties owned or operated by any Loan Party or, to any Loan Party's knowledge, a predecessor in interest, or at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party or, to any Loan Party's knowledge, any predecessor in interest which could reasonably be expected to have a Material Adverse Effect; (iii) no Environmental Action has been asserted against any Loan Party or, to any Loan Party's knowledge any predecessor in interest nor does any Loan Party have knowledge or notice of any threatened in writing or pending Environmental Action against any Loan Party or, to any Loan Party's knowledge, any predecessor in interest which could reasonably be expected to have a Material Adverse Effect; (iv) no Environmental Actions have been asserted in writing against any facilities that may have received Hazardous Materials generated by any Loan Party or to each Loan Party's knowledge, any predecessor in interest which could reasonably be expected to have a Material Adverse Effect; (v) to the knowledge of the Borrower, no property now or formerly owned or operated by a Loan Party has been used as a treatment or disposal site for any Hazardous Material; (vi) no Loan Party has failed to report to the proper Governmental Authority any Release which is required to be so reported by any Environmental Laws which could reasonably be expected to have a Material Adverse Effect; (vii) each Loan Party holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of the business carried on by it, except for such licenses, permits and approvals as to which a Loan Party's failure to maintain or comply with could not reasonably be expected to have a Material Adverse Effect; and (viii) no Loan Party has received any notification pursuant to any Environmental Laws that (A) any work, repairs, construction or capital expenditures are required to be made in respect as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto or (B) any license, permit or approval referred to above is about to be reviewed, made, subject to limitations or conditions, revoked, withdrawn or terminated, in each case, except as could not reasonably be expected to have a Material Adverse Effect.

(r) Insurance. Each Loan Party maintains the insurance and required services and financial assurance as required by law and as required by Section 7.01(h). Schedule 6.01(r) sets forth a list of all insurance maintained by each Loan Party on the Interim Facility Effective Date.

(s) Use of Proceeds. The proceeds of the Loans shall be used in accordance with the terms of the Budget as then in effect (without resulting in any Material Adverse Deviation) (i) to pay for the fees, costs, and expenses incurred in connection with the Chapter 11 Cases, (ii) to pay for the fees, costs, and expenses incurred in connection with the transactions contemplated by this Agreement, (iii) for general working capital requirements and other general corporate purposes of the Loan Parties (including, without limitation, payments of fees and expenses to professionals under Sections 328, 330 and 331 of the Bankruptcy Code and administrative expenses of the kind specified in Section 503(b) of the Bankruptcy Code incurred in the ordinary course of business of the Loan Parties or otherwise approved by the Bankruptcy Court (and not otherwise prohibited under this Agreement), subject to the priorities set forth in the definition of "Agreed Administrative Expense Priorities" herein), and (iv) to repay in full the Pre-Petition Collateral Agent Advances in accordance with Section 2.05(d)(ix). Without limiting

the foregoing, none of the proceeds of the Loans shall be used in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Pre-Petition Agents, Pre-Petition Lenders, Agents or Lenders, including in connection with the validity of the liens granted to the Pre-Petition Agents, Pre-Petition Lenders, Agents or Lenders (whether under the Pre-Petition Financing Agreement (or any of the loan documents related thereto), the Loan Documents, or otherwise).

(t) [Intentionally Omitted].

(u) Intellectual Property. Except as set forth on Schedule 6.01(u), each Loan Party owns or licenses or otherwise has the right to use all Intellectual Property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for such infringements and conflicts which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Set forth on Schedule 6.01(u) is a complete and accurate list as of the Interim Facility Effective Date of (i) each item of Registered Intellectual Property owned by each Loan Party and (ii) each material work of authorship owned by each Loan party and which is not Registered Intellectual Property. No trademark or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by any Loan Party infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrower threatened in writing, except for such infringements and conflicts which could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To the knowledge of each Loan Party, no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code pertaining to Intellectual Property is pending or proposed, which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(v) Material Contracts. Set forth on Schedule 6.01(v) is a complete and accurate list as of the Effective Date of all Material Contracts of each Loan Party, showing the parties and subject matter thereof and amendments and modifications thereto. Each such Material Contract (i) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and, to the best knowledge of such Loan Party, all other parties thereto in accordance with its terms, (ii) has not been otherwise amended or modified, and (iii) except as a result of the Chapter 11 Cases or to the extent enforcement thereof is stayed pursuant to the Chapter 11 Cases and other than defaults under the Pre-Petition Financing Agreement, is not in default due to the action of any Loan Party or, to the best knowledge of any Loan Party, any other party thereto.

(w) Investment Company Act. None of the Loan Parties is (i) an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended, or (ii) subject to regulation under any Requirement of Law that limits in any respect its ability to incur Indebtedness or which may otherwise render all or a portion of the Obligations unenforceable.

(x) Material Customers. Except as could not reasonably be expected to result in a Material Adverse Effect and as otherwise set forth on Schedule 6.01(x), (i) there exists no

actual or, to the Borrowers' knowledge, threatened in writing termination, cancellation or limitation of, or modification to or change in, the business relationship between any Loan Party, on the one hand, and any customer or any group thereof, on the other hand, whose agreements with any Loan Party are individually or in the aggregate material to the business or operations of such Loan Party, and (ii) there exists no present state of facts or circumstances that could give rise to or result in any such termination, cancellation, limitation, modification or change.

(y) [Intentionally Omitted].

(z) [Intentionally Omitted].

(aa) [Intentionally Omitted].

(bb) Anti-Money Laundering and Anti-Terrorism Laws.

(i) None of the Loan Parties, nor any Affiliate of any of the Loan Parties, has violated or is in violation of any of the Anti-Money Laundering and Anti-Terrorism Laws or has engaged in or conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the Anti-Money Laundering and Anti-Terrorism Laws.

(ii) None of the Loan Parties, nor any Affiliate of any of the Loan Parties, nor any officer or director of any of the Loan Parties, nor any of the Loan Parties' respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, is a Blocked Person.

(iii) None of the Loan Parties, nor any of their agents acting in any capacity in connection with the Loans or other transactions hereunder, (A) conducts any business with or for the benefit of any Blocked Person or engages in making or receiving any contribution of funds, goods or services to, from or for the benefit of any Blocked Person, or (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to any OFAC Sanctions Programs.

(cc) Anti-Bribery and Anti-Corruption Laws.

(i) The Loan Parties are in compliance with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and the anti-bribery and anti-corruption laws of those jurisdictions in which they do business (collectively, the "Anti-Corruption Laws").

(ii) None of the Loan Parties has at any time:

(A) offered, promised, paid, given, or authorized the payment or giving of any money, gift or other thing of value, directly or indirectly, to or for the benefit of any employee, official, representative, or other person acting on behalf of any foreign (i.e., non-U.S.) Governmental Authority thereof, or of any public international organization, or any foreign political party or official thereof, or candidate for foreign political office (collectively, "Foreign Official"), for the purpose of: (1) influencing any act or decision of such Foreign Official in his, her, or its official capacity; or (2) inducing such Foreign Official to do, or omit to do, an act in

violation of the lawful duty of such Foreign Official, or (3) securing any improper advantage, in order to obtain or retain business for, or with, or to direct business to, any Person; or

(B) acted or attempted to act in any manner which would subject any of the Loan Parties to liability under any Anti-Corruption Law.

(iii) To the knowledge of the Loan Parties, as of the Interim Facility Effective Date, there are, and have been, no allegations, investigations or inquiries with regard to a potential violation of any Anti-Corruption Law by any of the Loan Parties or any of their respective current directors, officers, employees, or other persons acting or purporting to act on their behalf.

(iv) The Loan Parties have adopted, implemented and maintain anti-bribery and anti-corruption policies and procedures that are reasonably designed to ensure compliance with the Anti-Corruption Laws.

(dd) Full Disclosure.

(i) Each Loan Party has disclosed to the Agents all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Agents (other than forward-looking information and projections and information of a general economic nature and general information about Borrowers' industry) in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), when taken as a whole contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not misleading.

(ii) The projections set forth in the Budget have been prepared on a reasonable basis and in good faith based on assumptions, estimates, methods and tests that are believed by the Loan Parties to be reasonable at the time such projections were prepared and information believed by the Loan Parties to have been accurate based upon the information available to the Loan Parties at the time such projections were furnished to the Lenders, and the Loan Parties are not aware of any facts or information that would lead them to believe that such projections are incorrect or misleading in any material respect; it being understood that (A) such projections are by their nature subject to significant uncertainties and contingencies, many of which are beyond the Loan Parties' control, (B) actual results may differ materially from such projections and such variations may be material and (C) such projections are not a guarantee of performance.

(ee) Administrative Priority; Lien Priority.

(i) After the Interim Bankruptcy Court Order Entry Date or the Final Bankruptcy Court Order Entry Date, as the case may be, the Obligations of the Loan Parties will constitute allowed administrative expenses in the Chapter 11 Cases, having priority in payment over all other administrative expenses and unsecured claims against the Loan Parties now

existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expenses of the kind specified in, or arising or ordered under, Sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726 and 1114 of the Bankruptcy Code, subject only to the prior payment of Carve-Out Expenses to the extent set forth in the Agreed Administrative Expense Priorities.

(ii) Upon entry of the Interim Bankruptcy Court Order or the Final Bankruptcy Court Order, as the case may be, the Liens and security interests of the Collateral Agent on the Collateral referred to in Section 3.04 hereof shall be valid and perfected first priority Liens (subject to any Permitted Liens).

(iii) On or after the Interim Bankruptcy Court Order Entry Date and prior to the Final Bankruptcy Court Order Entry Date, the Interim Bankruptcy Court Order is in full force and effect, and has not been reversed, modified, amended, stayed, vacated or subject to appeal, absent the written consent of the Collateral Agent, the Administrative Agent, the Required Lenders and the Borrowers, and after the Final Bankruptcy Court Order Entry Date, the Final Bankruptcy Court Order is in full force and effect, and has not been reversed, modified, amended, stayed or vacated absent the written consent of the Agents, the Required Lenders and the Borrowers.

(iv) Appointment of Trustee or Examiner; Liquidation. No order has been entered in any Chapter 11 Case (i) for the appointment of a Chapter 11 trustee, (ii) for the appointment of an examiner with enlarged powers (beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code or (iii) to convert any Chapter 11 Case to a Chapter 7 case or to dismiss any Chapter 11 Case.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES

Section 7.01 Affirmative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent and each Lender:

(i) as soon as available, and in any event within 30 days after the end of each fiscal month of Patriot and its Subsidiaries commencing with the first fiscal month of Patriot and its Subsidiaries ending after the Interim Facility Effective Date, internally prepared consolidated statements of operations as at the end of such fiscal month, in reasonable detail and certified by an Authorized Officer of Patriot as fairly presenting, in all material respects, the results of operations of Patriot and its Subsidiaries for such fiscal month, in accordance with GAAP applied in a manner consistent with that of the most recent audited financial statements furnished to the Pre-Petition Agents and the Pre-Petition Lenders, subject to the absence of footnotes and normal year-end adjustments;

(ii) on or about the twentieth day (20th) of each month (or, if an Event of Default has occurred and is continuing, more frequently should the Agents so elect but in no event more than once a week), a Budget for (A) the next succeeding 13-week period and (B) for the months from the Interim Facility Effective Date through the date that occurs 120 days after the Filing Date, in each case, prepared in form and detail consistent with the Initial Budget (or in such other form and detail approved by the Agents and the Required Lenders);

(iii) on or before Wednesday of each week following the Interim Facility Effective Date, the Administrative Borrower shall deliver to the Agents a Budget Variance Report;

(iv) concurrently with the delivery of any Budget, a certificate of an Authorized Officer of the Administrative Borrower ("Compliance Certificate") certifying that such Budget was (1) believed by the Loan Parties at the time furnished to be reasonable, (2) prepared on a reasonable basis and in good faith, and (3) based on assumptions believed by the Loan Parties to be reasonable at the time made and upon the best information then reasonably available to the Loan Parties, and stating that such Authorized Officer has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of Patriot and its Subsidiaries as of the date of the delivery of such Budget with a view to determining whether Patriot and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the occurrence and continuance during such period of an Event of Default or Default or, if an Event of Default or Default had occurred and continued or is continuing, describing the nature and period of existence thereof and the action which Patriot and its Subsidiaries propose to take or have taken with respect thereto;

(v) promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of any Loan Party other than routine inquiries by such Governmental Authority;

(vi) as soon as possible, and in any event within 3 Business Days after a Loan Party receives knowledge of the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Administrative Borrower setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(vii) (A) as soon as possible and in any event within 10 days after any Loan Party or any ERISA Affiliate thereof knows or has reason to know that (1) any Reportable Event with respect to any Employee Plan has occurred, (2) any other Termination Event with respect to any Employee Plan has occurred, or (3) an accumulated funding deficiency has been incurred or an application has been made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including installment payments) or an extension of any amortization period under Section 412 of the Internal Revenue Code with respect to an

Employee Plan, a statement of an Authorized Officer of the Administrative Borrower setting forth the details of such occurrence and the action, if any, which such Loan Party or such ERISA Affiliate proposes to take with respect thereto, (B) promptly and in any event within 3 days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from the PBGC, copies of each notice received by any Loan Party or any ERISA Affiliate thereof of the PBGC's intention to terminate any Plan or to have a trustee appointed to administer any Plan, (C) promptly and in any event within 10 days after the filing thereof with the Internal Revenue Service if requested by any Agent, copies of each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) with respect to each Employee Plan and Multiemployer Plan, (D) promptly and in any event within 10 days after any Loan Party or any ERISA Affiliate thereof knows or has reason to know that a required installment within the meaning of Section 412 of the Internal Revenue Code has not been made when due with respect to an Employee Plan, (E) promptly and in any event within 3 days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from a sponsor of a Multiemployer Plan or from the PBGC, a copy of each notice received by any Loan Party or any ERISA Affiliate thereof concerning the imposition or amount of withdrawal liability under Section 4202 of ERISA or indicating that such Multiemployer Plan may enter reorganization status under Section 4241 of ERISA, and (F) promptly and in any event within 10 days after any Loan Party or any ERISA Affiliate thereof sends notice of a plant closing or mass layoff (as defined in WARN) to employees, copies of each such notice sent by such Loan Party or such ERISA Affiliate thereof;

(viii) promptly after the commencement thereof but in any event not later than 5 Business Days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(ix) as soon as possible and in any event within 5 Business Days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with any Material Contract;

(x) as soon as possible and in any event within 5 Business Days after execution, receipt or delivery thereof, copies of any material notices that any Loan Party executes or receives in connection with the sale or other Disposition of the Equity Interests of, or all or substantially all of the assets of, any Loan Party;

(xi) as soon as possible and in any event within 5 Business Days after the delivery thereof to Patriot's or the Borrower's Board of Directors, copies of all reports or other information so delivered, except to the extent that the delivery of such information could jeopardize a Loan Party's attorney-client privilege with respect to such information;

(xii) promptly after (A) the sending or filing thereof, copies of all statements, reports and other information any Loan Party sends to any holders of its Indebtedness or its securities or files with the SEC or any national (domestic or foreign) securities exchange, including, without limitation, Form 10-Q quarterly reports, Form 10-K annual reports, and Form 8-K current reports; provided, that such filings shall be deemed delivered to the Agents on the earlier of the date such statements or reports are available at (i) www.sec.gov and (ii) the

Borrower's website at www.patnat.com and notice of such availability is sent to the Agents; and (B) the receipt thereof, a copy of any material notice received from any holder of its Indebtedness having an aggregate amount outstanding in excess of $3,000,000;

(xiii) promptly upon receipt thereof, copies of all financial reports (including, without limitation, management letters), if any, submitted to any Loan Party by its auditors in connection with any annual or interim audit of the books thereof;

(xiv) promptly upon request, any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming the Borrowers' compliance with Section 7.02(r);

(xv) as soon as possible and in any event within 10 Business Days after the end of each fiscal month, a report in form and substance acceptable to Agents and Lenders, setting forth, by insurance company (A) each policy placed with such insurance company during the applicable fiscal month, (B) whether such policy was in replacement of a policy previously underwritten by GIC, and (C) the amount of premium paid and commission earned with respect to such policy;

(xvi) promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party as any Agent may from time to time may reasonably request;

(xvii) [Intentionally Omitted];

(xviii) promptly after the filing thereof, copies of all material pleadings, motions, applications, financial information and other papers and documents filed by the Loan Parties in the Chapter 11 Cases and related to this Agreement, which papers and documents shall also be given (including, without limitation, by electronic delivery) or served on Agent's counsel; and

(xix) promptly after the sending thereof, copies of all written reports given by the Loan Parties to any official or unofficial committee in the Chapter 11 Cases, other than any such reports subject to privilege, provided that such Person may redact any confidential information contained in any such report if it provides a summary of the nature of the information redacted to the Agents.

(b) Additional Borrowers, Guarantors and Collateral Security. Cause:

(i) each Subsidiary of any Loan Party not in existence on the Effective Date to execute and deliver to the Collateral Agent promptly and in any event within 10 Business Days after the formation, acquisition or change in status thereof, (A) a Joinder Agreement, pursuant to which such Subsidiary shall be made a party to this Agreement as a Borrower or a Guarantor, together with (1) certificates evidencing all of the Equity Interests of any Person owned by such Subsidiary required to be pledged under the terms of this Agreement, and (2) undated stock powers for such Equity Interests executed in blank, (B) to the extent required under the terms of this Agreement, one or more Mortgages creating on the real property of such Subsidiary a perfected, first priority Lien (in terms of priority, subject only to Permitted

Specified Liens) on such real property, and (C) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by this Agreement or any Mortgage or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations; and

(ii) if requested by the Collateral Agent, each owner of the Equity Interests of any such Subsidiary to execute and deliver promptly and in any event within 3 days after the formation or acquisition of such Subsidiary a pledge agreement in form and substance satisfactory to the Collateral Agent, together with (A) certificates evidencing all of the Equity Interests of such Subsidiary required to be pledged under the terms of this Agreement, (B) undated stock powers or other appropriate instruments of assignment for such Equity Interests executed in blank, and (C) such other agreements, instruments, approvals or other documents requested by the Collateral Agent.

Notwithstanding the foregoing, no Foreign Subsidiary shall be required to become a Guarantor hereunder (and, as such, shall not be required to deliver the documents required by clause (i) above; provided, however, that if the Equity Interests of a Foreign Subsidiary are owned by a Loan Party, such Loan Party shall deliver all such documents, instruments, agreements (including, without limitation, at the reasonable request of the Collateral Agent, a pledge agreement governed by the laws of the jurisdiction of the organization of such Foreign Subsidiary) and certificates described in clause (ii) above to the Collateral Agent, and take all commercially reasonable actions reasonably requested by the Collateral Agent or otherwise necessary to grant and to perfect a first-priority Lien (subject to Permitted Specified Liens) in favor of the Collateral Agent, for the benefit of the Agents and the Lenders, in 65% of the voting Equity Interests of such Foreign Subsidiary and 100% of all other Equity Interests of such Foreign Subsidiary owned by such Loan Party.

(c) Compliance with Laws; Payment of Taxes.

(i) Comply, and cause each of its Subsidiaries to comply with all Requirements of Law (including, without limitation, all Environmental Laws), judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing), except to the extent the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

(ii) Pay, and cause each of its Subsidiaries to pay, in full before delinquency or before the expiration of any extension period, all taxes, assessments and other governmental charges imposed upon any Loan Party or any of its Subsidiaries or any property of any Loan Party or any of its Subsidiaries in an aggregate amount for all such taxes, assessments and other governmental charges exceeding $250,000, except to the extent subject to a stay imposed as a result of the Chapter 11 Cases or contested in good faith by proper proceedings which stay the imposition of, or obligation to pay, any penalty, fine or Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Except as otherwise permitted under Section 7.02(c), maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except to the extent that the failure to be so qualified could not reasonably be expected to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Subject to the limitations set forth in Section 2.06(f), permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at any time and from time to time during normal business hours, at the expense of the Borrowers, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person (independently or together with representatives of such Person) with the agents and representatives of any Agent in accordance with this Section 7.01(f).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except (i) to the extent the failure to so maintain and preserve or so comply could not reasonably be expected to have a Material Adverse Effect or (ii) for any non-compliance resulting in a default, the enforcement of which is stayed as a result of the Chapter 11 Cases.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, hazard, rent, worker's compensation and business interruption insurance) with respect to its properties (including all real properties leased or owned by it) and business, in such amounts and covering such risks as is required by any Governmental Authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and in any event in amount, adequacy and scope reasonably satisfactory to the Collateral Agent. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Agents and the Lenders, as its interests may appear, in case of loss, under a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as the Collateral Agent may require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of insurance are

to be delivered to the Collateral Agent and the policies are to be premium prepaid, with the loss payable and additional insured endorsement in favor of the Collateral Agent and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than 30 days' (10 days' in the case of non-payment) prior written notice to the Collateral Agent of the exercise of any right of cancellation. If any Loan Party or any of its Subsidiaries fails to maintain such insurance, the Collateral Agent may arrange for such insurance, but at the Borrowers' expense and without any responsibility on the Collateral Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(i) Obtaining of Permits, Etc. Obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations that are necessary or useful in the proper conduct of its business, in each case, except to the extent the failure to obtain, maintain, preserve or take such action could not reasonably be expected to have a Material Adverse Effect.

(j) Environmental. (i) Comply, and cause each of its Subsidiaries to comply, with all Environmental Laws and provide to the Collateral Agent any documentation of such compliance which the Collateral Agent may reasonably request, except where the failure to comply could not reasonably be expected to result in a Material Adverse Effect; (ii) provide the Agents written notice within 5 Business Days of any Release of a Hazardous Material in excess of any reportable quantity from or onto property at any time owned or operated by it or any of its Subsidiaries and take any Remedial Actions required to abate said Release; and (iii) provide the Agents with written notice within 10 days of the receipt of any of the following: (A) notice that an Environmental Lien has been filed against any property of any Loan Party or any of its Subsidiaries; (B) commencement of any Environmental Action or notice that an Environmental Action will be filed against any Loan Party or any of its Subsidiaries; and (C) notice of a violation, citation or other administrative order which could reasonably be expected to have a Material Adverse Effect.

(k) Fiscal Year. Cause the Fiscal Year of Patriot and its Subsidiaries to end on December 31st of each calendar year unless the Agents consent to a change in such Fiscal Year (and appropriate related changes to this Agreement).

(l) [Intentionally Omitted.]

(m) Compliance with Case Milestones. Take such actions as may be necessary to comply with the Case Milestones.

(n) Anti-Bribery and Anti-Corruption Laws. Maintain, and cause each of its Subsidiaries to maintain, anti-bribery and anti-corruption policies and procedures that are reasonably designed to ensure compliance with the Anti-Corruption Laws.

(o) Lender Meetings. Upon the request of any Agent or the Required Lenders (which request, so long as no Event of Default shall have occurred and be continuing, shall not be made more than once during each Fiscal Year), participate in a meeting with the Agents and the Lenders at the Borrowers' corporate offices (or at such other location as may be agreed to by the Administrative Borrower and such Agent or the Required Lenders) at such time as may be agreed to by the Administrative Borrower and such Agent or the Required Lenders.

(p) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected first priority Liens any of the Collateral or any other property of any Loan Party and its Subsidiaries, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer and confirm unto each Secured Party the rights now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party (i) authorizes each Agent to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(q) Use of Proceeds. Use the proceeds of the Loans in accordance with the cash disbursements contemplated in any Budget so as not to cause a Material Adverse Deviation and subject to the terms, conditions and limitations of this Agreement and the Bankruptcy Court Orders.

Section 7.02 Negative Covenants. So long as any principal of or interest on any Loan or any other Obligation (whether or not due) shall remain unpaid (other than Contingent Indemnity Obligations) or any Lender shall have any Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired; file or suffer to exist under the Uniform Commercial Code or any Requirement of Law of any jurisdiction, a financing statement (or the equivalent thereof) that names it or any of its Subsidiaries as debtor; sign or suffer to exist any

security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) other than, as to all of the above, Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions.

(i) Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, or permit any of its Subsidiaries to do (or agree to do) any of the foregoing; provided, however, that (A) any wholly-owned Subsidiary of any Loan Party (other than a Borrower) may be merged into such Loan Party or another wholly-owned Subsidiary of such Loan Party, or may consolidate or amalgamate with another wholly-owned Subsidiary of such Loan Party, so long as (i) no other provision of this Agreement would be violated thereby, (ii) such Loan Party gives the Agents at least 30 days' prior written notice of such merger, consolidation or amalgamation accompanied by true, correct and complete copies of all material agreements, documents and instruments relating to such merger, consolidation or amalgamation, including, without limitation, the certificate or certificates of merger or amalgamation to be filed with each appropriate Secretary of State (with a copy as filed promptly after such filing), (iii) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (iv) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger, consolidation or amalgamation and (v) the surviving Subsidiary, if any, if not already a Loan Party, is joined as a Loan Party hereunder pursuant to a Joinder Agreement, which is in full force and effect on the date of and immediately after giving effect to such merger, consolidation or amalgamation and (B) any of Patriot's Subsidiaries that are not Loan Parties may wind-up, liquidate, or dissolve if (i) the governing body of such Subsidiary shall determine that the preservation thereof is no longer desirable in the conduct of the business of Patriot and its Subsidiaries and (ii) the value of such Subsidiary is immaterial to Patriot, its Subsidiaries, and the Lenders; and

(ii) Make any Disposition, whether in one transaction or a series of related transactions, of all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing; provided, however, that any Loan Party and its Subsidiaries may make Permitted Dispositions.

(d) Change in Nature of Business.

(i) Make, or permit any of its Subsidiaries to make, any change in the nature of its business as described in Section 6.01(l).

(ii) Except as disclosed in publicly available filings with the SEC or the Bankruptcy Court or otherwise disclosed to the Agents in writing, permit Patriot to have any material liabilities (other than liabilities arising under the Loan Documents and the Pre-Petition

Financing Agreement), own any material assets (other than the Equity Interests of its Subsidiaries) or engage in any operations or business (other than the ownership of its Subsidiaries).

(e) Loans, Advances, Investments, Etc. Make or commit or agree to make, or permit any of its Subsidiaries make or commit or agree to make, any Investment in any other Person, except for Permitted Investments.

(f) Sale and Leaseback Transactions. Enter into, or permit any of its Subsidiaries to enter into, any Sale and Leaseback Transaction.

(g) [Intentionally Omitted].

(h) Restricted Payments. Make or permit any of its Subsidiaries to make any Restricted Payment, except for any Restricted Payments made to a Loan Party by any other Loan Party or any Subsidiary of any Loan Party.

(i) Federal Reserve Regulations. Permit any Loan or the proceeds of any Loan under this Agreement to be used for any purpose that would cause such Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate (other than a transaction or series of related transactions between a Borrower and another Loan Party, not involving other Affiliates), except (i) transactions consummated in the ordinary course of business in a manner and to an extent consistent with past practice and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof, and that are fully disclosed to the Agents prior to the consummation thereof, (ii) transactions with another Loan Party, (iii) reasonable and customary director and officer indemnification arrangements, and reasonable and customary fees and expenses (subject to the Budget) for any director appointed or elected from and after the Filing Date, in each case as approved by the Board of Directors (or a committee thereof) of such Loan Party or such Subsidiary, (iv) any transaction or agreement described on Schedule 7.02(j), and (v) any change permitted by Section 7.02(c)(i).

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries. Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Equity Interests of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its

Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement and the other Loan Documents;

(B) any agreement in effect on the date of this Agreement and described on Schedule 7.02(k), or any extension, replacement or continuation of any such agreement; provided, that, any such encumbrance or restriction contained in such extended, replaced or continued agreement is no less favorable to the Agents and the Lenders than the encumbrance or restriction under or pursuant to the agreement so extended, replaced or continued;

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances) or order, approval, license, permit, grant or similar restriction, in each case, issued or imposed by a Governmental Authority;

(D) in the case of clause (iv), (1) customary restrictions on the subletting, assignment or transfer of any specified property or asset set forth in a lease, license, asset sale agreement or similar contract for the conveyance of such property or asset and (2) instrument or other document evidencing a Permitted Lien (or the Indebtedness secured thereby) from restricting on customary terms the transfer of any property or assets subject thereto;

(E) customary restrictions on dispositions of real property interests in reciprocal easement agreements;

(F) customary restrictions in agreements for the sale of assets on the transfer or encumbrance of such assets during an interim period prior to the closing of the sale of such assets; or

(G) customary restrictions in contracts that prohibit the assignment of such contract.

(l) Limitations on Negative Pledges. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Loan Party or any Subsidiary of any Loan Party to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, or that requires the grant of any security for an obligation if security is granted for another obligation, except the following: (i) this Agreement and the other Loan Documents and the Pre-Petition Financing Agreement, (ii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(b) of this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (iii) any customary restrictions and conditions contained in agreements relating to the sale or other disposition of assets or of a Subsidiary pending such sale or other disposition; provided that such restrictions and conditions apply only to the assets or Subsidiary to be sold or disposed of and such sale or disposition is permitted hereunder, and (iv) customary provisions in leases restricting the assignment or sublet thereof.

(m) Modifications of Indebtedness, Organizational Documents and Certain Other Agreements; Etc.

(i) [Intentionally Omitted];

(ii) [Intentionally Omitted];

(iii) Amend, modify or otherwise change any of its Governing Documents (including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it) with respect to any of its Equity Interests (including any shareholders' agreement), or enter into any new agreement with respect to any of its Equity Interests, except any such amendments, modifications or changes or any such new agreements or arrangements pursuant to this clause (iii) that either individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect.

(iv) Agree to any amendment, modification or other change to or waiver of any of its rights under any Material Contract if such amendment, modification, change or waiver could reasonably be expected to result in a Material Adverse Effect.

(n) Investment Company Act of 1940. Engage in any business, enter into any transaction, use any securities or take any other action or permit any of its Subsidiaries to do any of the foregoing, that would cause it or any of its Subsidiaries to become subject to the registration requirements of the Investment Company Act of 1940, as amended, by virtue of being an "investment company" or a company "controlled" by an "investment company" not entitled to an exemption within the meaning of such Act.

(o) ERISA. (i) Engage, or permit any ERISA Affiliate to engage, in any transaction described in Section 4069 of ERISA; (ii) engage, or permit any ERISA Affiliate to engage, in any prohibited transaction described in Section 406 of ERISA or 4975 of the Internal Revenue Code for which a statutory, regulatory or class exemption is not available or a private exemption has not previously been obtained from the U.S. Department of Labor; (iii) adopt or permit any ERISA Affiliate to adopt any employee welfare benefit plan within the meaning of Section 3(1) of ERISA which provides benefits to employees after termination of employment other than as required by Section 601 of ERISA or applicable law; (iv) fail to make any contribution or payment to any Multiemployer Plan which it or any ERISA Affiliate may be required to make under any agreement relating to such Multiemployer Plan, or any law pertaining thereto; or (v) fail, or permit any ERISA Affiliate to fail, to pay any required installment or any other payment required under Section 412 of the Internal Revenue Code on or before the due date for such installment or other payment.

(p) Environmental. Permit the use, handling, generation, storage, treatment, Release or disposal of Hazardous Materials at any property owned or leased by it or any of its Subsidiaries, except in compliance with Environmental Laws (other than any noncompliance that could not reasonably be expected to have a Material Adverse Effect).

(q) Accounting Methods. Modify or change, or permit any of its Subsidiaries to modify or change, its method of accounting or accounting principles from those utilized in the preparation of its financial statements (other than as may be required to conform to GAAP).

(r) Anti-Money Laundering and Anti-Terrorism Laws.

(i) None of the Loan Parties, nor any of their Affiliates or agents, shall:

(A) conduct any business or engage in any transaction or dealing with or for the benefit of any Blocked Person, including the making or receiving of any contribution of funds, goods or services to, from or for the benefit of any Blocked Person;

(B) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked or subject to blocking pursuant to the OFAC Sanctions Programs;

(C) use any of the proceeds of the transactions contemplated by this Agreement to finance, promote or otherwise support in any manner any illegal activity, including, without limitation, any violation of the Anti-Money Laundering and Anti-Terrorism Laws or any specified unlawful activity as that term is defined in the Money Laundering Control Act of 1986, 18 U.S.C. §§ 1956 and 1957; or

(D) violate, attempt to violate, or engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, any of the Anti-Money Laundering and Anti-Terrorism Laws.

(ii) None of the Loan Parties, nor any Affiliate of any of the Loan Parties, nor any officer or director of any of the Loan Parties, nor any of the Loan Parties' respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, shall be or shall become a Blocked Person.

(s) Anti-Bribery and Anti-Corruption Laws. None of the Loan Parties shall:

(i) offer, promise, pay, give, or authorize the payment or giving of any money, gift or other thing of value, directly or indirectly, to or for the benefit of any Foreign Official for the purpose of: (1) influencing any act or decision of such Foreign Official in his, her, or its official capacity; or (2) inducing such Foreign Official to do, or omit to do, an act in violation of the lawful duty of such Foreign Official, or (3) securing any improper advantage, in order to obtain or retain business for, or with, or to direct business to, any Person; or

(ii) act or attempt to act in any manner which would subject any of the Loan Parties to liability under any Anti-Corruption Law.

(t) Bankruptcy Court Orders; Administrative Priority; Lien Priority; Payment of Claims.

(i) at any time, seek, consent to or suffer to exist any reversal, modification, amendment, stay or vacation of any of the Bankruptcy Court Orders, except for modifications and amendments agreed to by the Agents and the Required Lenders;

(ii) at any time, suffer to exist a priority for any administrative expense or unsecured claim against the Loan Parties (now existing or hereafter arising of any kind or nature whatsoever), including without limitation any administrative expenses of the kind specified in, or arising or ordered under, Sections 105, 326, 328, 330, 331, 503(a) 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, and 1114 of the Bankruptcy Code equal or superior to the priority of the Agents and the Lenders in respect of the Obligations, except as provided in Section 3.02 and for the Carve-Out Expenses having priority of payment over the Obligations to the extent set forth in clause "first" of the definition of the term "Agreed Administrative Expense Priorities";

(iii) at any time, suffer to exist any Lien other than Permitted Liens on the Collateral having a priority equal or superior to the Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders in respect of the Collateral; and

(iv) prior to the date on which the Obligations have been paid in full in cash, the Loan Parties shall not pay any administrative expense claims except (A) Priority Professional Expenses and other payments pursuant to sub-clause (i) of clause "first" of the definition of the term "Agreed Administrative Expense Priorities" and (B) other administrative expense and professional claims incurred in the ordinary course of the business of the Loan Parties or their respective Chapter 11 Cases, in each case, to the extent and having the order of priority set forth in the definition of the term "Agreed Administrative Expense Priorities".

(u) Limitation on Prepayments of Pre-Petition Obligations. Notwithstanding anything to the contrary contained herein or in any other Loan Documents, no Loan Party shall, without the prior written consent of the Agents, (i) make any payment or prepayment on or redemption or acquisition for value (including, without limitation, by way of depositing with any trustee with respect thereto money or securities before due for the purpose of paying when due) of any Indebtedness or other obligations (other than the Pre-Petition Obligations) of any Loan Party, in each case, incurred prior to the Filing Date other than payments provided for in the Initial Budget and approved by an order of the Bankruptcy Court entered within 10 Business Days from the Filing Date or, thereafter provided for in any subsequent Budget and approved by an order of the Bankruptcy Court, (ii) pay any interest on any Indebtedness or other obligations (other than Pre-Petition Obligations) of any Loan Party (whether in cash, in kind securities or otherwise) other than payments provided for in any Budget, or (iii) except as permitted or provided under the Bankruptcy Orders, make any payment or create or permit any Lien pursuant to Section 361 of the Bankruptcy Code or pursuant to any other provision of the Bankruptcy Code authorizing adequate protection, or apply to the Bankruptcy Court for the authority to do any of the foregoing.

ARTICLE VIII

CASH MANAGEMENT ARRANGEMENTS AND OTHER COLLATERAL MATTERS

Section 8.01 Cash Management Arrangements.

(a) The Loan Parties shall (i) establish and maintain cash management services of a type and on terms reasonably satisfactory to the Agents at one or more of the banks set forth on Schedule 8.01 (each a "Cash Management Bank") and (ii) except as otherwise provided under Section 8.01(a), deposit or cause to be deposited promptly, and in any event no later than the next Business Day after the date of receipt thereof, all proceeds in respect of any Collateral, all Collections (of a nature susceptible to a deposit in a bank account) and all other amounts received by any Loan Party (including payments made by Account Debtors directly to any Loan Party) into a Cash Management Account.

(b) The Loan Parties shall not maintain, and shall not permit any of their Subsidiaries to maintain, cash, Cash Equivalents or other amounts in any deposit account or securities account, unless the Collateral Agent shall have received a perfected, first priority Lien in respect of each such Cash Management Account (other than Excluded Accounts).

(c) Upon the terms and subject to the conditions set forth in a Control Agreement with respect to a Cash Management Account, all amounts received in such Cash Management Account shall at the Administrative Agent's direction be wired each Business Day into the Administrative Agent's Account, except that, so long as no Event of Default has occurred and is continuing, the Administrative Agent will not direct the Cash Management Bank to transfer funds in such Cash Management Account to the Administrative Agent's Account.

(d) So long as no Default or Event of Default has occurred and is continuing, the Borrowers may amend Schedule 8.01 to add or replace a Cash Management Bank or Cash Management Account; provided, however, that such prospective Cash Management Bank shall be reasonably satisfactory to the Collateral Agent and the Collateral Agent shall have consented in writing in advance to the opening of such Cash Management Account with the prospective Cash Management Bank. For the avoidance of doubt, the Loan Parties shall not be required to deliver any new Control Agreements with respect to any Cash Management Accounts. Each Loan Party shall close any of its Cash Management Accounts (and establish replacement cash management accounts in accordance with the foregoing sentence) promptly and in any event within 30 days of notice from the Collateral Agent that the creditworthiness of any Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment, or that the operating performance, funds transfer, or availability procedures or performance of such Cash Management Bank with respect to Cash Management Accounts or the Collateral Agent's liability under any Control Agreement with such Cash Management Bank is no longer acceptable in the Collateral Agent's reasonable judgment.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default. Each of the following events shall constitute an event of default (each, an "Event of Default"):

(a) any Borrower shall fail to pay, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), (i) any interest on any Loan, any Collateral Agent Advance or any fee, indemnity or other amount payable under this Agreement

(other than any portion thereof constituting principal of the Loans) or any other Loan Document, and such failure continues for a period of 3 Business Days or (ii) all or any portion of the principal of the Loans;

(b) any representation or warranty made or deemed made by or on behalf of any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any certificate or other writing delivered to any Secured Party pursuant to any Loan Document shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality or "Material Adverse Effect" in the text thereof) when made or deemed made;

(c) any Loan Party shall fail to perform or comply with any covenant or agreement contained in (i) Section 7.01(a)(i) and such failure shall remain unremedied for 3 Business Days, or (ii) Section 7.01(a)(ii) - Section 7.01(a)(xix), Section 7.01(c), Section 7.01(d), Section 7.01(f), Section 7.01(h), Section 7.01(k), Section 7.01(o), or Section 7.02 or Article VIII;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for 30 days after the earlier of the date a senior officer of any Loan Party has knowledge of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) except to the extent prohibited by, or not required as a result of, the automatic stay in the Chapter 11 Cases, any Loan Party or any of its Subsidiaries shall fail to pay when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) any principal, interest or other amount payable in respect of Indebtedness (excluding Indebtedness evidenced by this Agreement) having an aggregate amount outstanding in excess of $1,000,000, and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof to the extent not prohibited by, or not required as a result of, the automatic stay in the Chapter 11 Cases;

(f) the Loan Parties shall fail to comply with the Case Milestones;

(g) any change to the composition of the Board of Directors, or the identity of the chief executive officer, general counsel, chief restructuring officer, or executive vice president of finance of Patriot, without the prior written consent of the Agents, in each case, other than as a result of the death, disability, or voluntary resignation of any such director or officer;

(h) as a result of an action or omission of any Loan Party or its Subsidiary, any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any party thereto, or a proceeding shall be commenced by any Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) the Bankruptcy Court Orders, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral purported to be covered thereby;

(j) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could result in a judgment, order or award) for the payment of money exceeding $1,000,000 in the aggregate (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has been notified and has not denied coverage) shall be rendered against Patriot or any of its Subsidiaries and remain unsatisfied and (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement or (ii) there shall be a period of 10 consecutive days after entry thereof during which (A) a stay of enforcement thereof is not be in effect or (B) the same is not vacated, discharged, stayed or bonded pending appeal;

(k) Patriot or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for more than 15 days;

(l) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than 30 consecutive days, the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by Patriot or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment of Patriot or any of its Subsidiaries or any senior officer thereof under any criminal statute, or commencement of criminal or civil proceedings against Patriot or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of such Person (for purposes of this Section

9.01(n), "senior officer" shall mean any officer of Patriot deemed to be an "officer" pursuant to Section 16(a) of the Exchange Act);

(o) any Loan Party or any of its ERISA Affiliates shall have made a complete or partial withdrawal from a Multiemployer Plan, and, as a result of such complete or partial withdrawal, any Loan Party or any of its ERISA Affiliates incurs a withdrawal liability in an annual amount exceeding $2,500,000; or a Multiemployer Plan enters reorganization status under Section 4241 of ERISA, and, as a result thereof any Loan Party's or any of its ERISA Affiliates' annual contribution requirements with respect to such Multiemployer Plan increases in an annual amount exceeding $2,500,000;

(p) any Termination Event with respect to any Employee Plan shall have occurred, and, 30 days after notice thereof shall have been given to any Loan Party by any Agent, (i) such Termination Event (if correctable) shall not have been corrected, and (ii) the then current value of such Employee Plan's vested benefits exceeds the then current value of assets allocable to such benefits in such Employee Plan by more than $2,500,000 (or, in the case of a Termination Event involving liability under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 or 4975 of the Internal Revenue Code, the liability is in excess of such amount);

(q) a Change of Control shall have occurred that is not in violation of any order restricting trading in the Equity Interests of the Borrower;

(r) an order with respect to any of the Chapter 11 Cases shall be entered by the Bankruptcy Court appointing, or any Loan Party shall file an application for an order with respect to any Chapter 11 Case, as applicable, seeking the appointment of, (i) a trustee under Section 1104 of the Bankruptcy Code or (ii) an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code or under any other Debtor Relief Law;

(s) an order with respect to any of the Chapter 11 Cases shall be entered by the Bankruptcy Court converting such Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code;

(t) an order shall be entered by the Bankruptcy Court confirming a plan of reorganization in any of the Chapter 11 Cases which (i) is not approved or consented to by the Agents and the Required Lenders, (ii) conflicts with, or violates the terms of, the Restructuring Support Agreement, and (iii) does not (A) contain a provision for termination of the Total Commitment and payment in full in cash of all Obligations of the Loan Parties hereunder and under the other Loan Documents and payment or other satisfaction of all Pre-Petition Obligations on or before the effective date of such plan or plans upon entry thereof and (B) provide for the continuation of the Liens and security interests granted to the Collateral Agent for the benefit of the Agents and the Lenders and priorities until such plan effective date;

(u) an order shall be entered by the Bankruptcy Court dismissing any of the Chapter 11 Cases which (i) is not approved or consented to by the Agents and the Required

Lenders, (ii) conflicts with, or violates the terms of, the Restructuring Support Agreement, and (iii) does not contain a provision for termination of the Total Commitment and the payment in full in cash of all Obligations of the Loan Parties hereunder and under the other Loan Documents and payment or other satisfaction of all Pre-Petition Obligations upon entry thereof;

(v) an order with respect to any of the Chapter 11 Cases shall be entered by the Bankruptcy Court without the express prior written consent of the Agents and the Required Lenders, (i) to revoke, reverse, stay, modify, supplement or amend any of the Bankruptcy Court Orders, (ii) to permit any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to the Loan Parties equal or superior to the priority of the Agents and the Lenders in respect of the Obligations, except for allowed administrative expenses having priority over the Obligations to the extent set forth in the Agreed Administrative Expense Priorities, or (iii) to grant or permit the grant of a Lien on the Collateral other than a Permitted Lien;

(w) an application for any of the orders described in clauses (r) through (v) above shall be made by any Loan Party or any other Person to the extent such application is not contested by the Loan Parties in good faith and the relief requested is granted in an order that is not stayed pending appeal;

(x) an order shall be entered by the Bankruptcy Court that is not stayed pending appeal granting relief from the automatic stay or court-ordered stay, as applicable, to any creditor of any Loan Party with respect to any claim in a fixed or liquidated amount equal to or exceeding $1,000,000 in the aggregate;

(y) (i) any Loan Party shall attempt to invalidate, reduce or otherwise impair the Liens or security interests of any Agent and/or the Lenders in the Collateral, or any claims or rights of any Agent and/or the Lenders against such Loan Party or to subject any Collateral to assessment pursuant to Section 506(c) of the Bankruptcy Code, (ii) any Lien or security interest created by this Agreement or the Bankruptcy Court Orders in favor of any Agent and/or the Lenders shall, for any reason (other than a release of such Lien or security interest by the Agents), cease to be valid or (iii) any action is commenced by any Loan Party which contests the validity, perfection or enforceability of any of the Liens and security interests of any Agent and/or the Lenders created by any of the Bankruptcy Court Orders, this Agreement, any mortgage, any security agreement, any pledge agreement or any other security agreement;

(z) without the prior consent of the Agents and the Required Lenders, the determination of any Loan Party, whether by vote of such Loan Party's Board of Directors or otherwise, to suspend the operation of such Loan Party's business in the ordinary course, liquidate all or substantially all of such Person's assets, or employ an agent or other third party to conduct any sales of all or substantially all of such Loan Party's assets, or the filing of a motion or other application in the Chapter 11 Cases, seeking authority to do any of the foregoing;

(aa) a Material Adverse Deviation shall have occurred;

(bb) any Loan Party files a plan of reorganization unless such plan of reorganization either (i) is required by, or otherwise complies with the terms of the Restructuring

Support Agreement, (ii) provides for the repayment in full in cash of the Obligations and the Pre-Petition Obligations or (iii) is otherwise consented to by the Agents and the Required Lenders;

(cc) the Restructuring Support Agreement, dated as of November 28, 2017 (the "Restructuring Support Agreement"), by and among, *inter alios*, Patriot, the Prepetition Agents, and Prepetition Lenders, is terminated in accordance with its terms or otherwise ceases to be in full force and effect;

(dd) Steven M. Mariano exercises, or obtains authority to exercise, any control over any aspect of the business or operations of the Loan Parties;

then, and in any such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Administrative Borrower, (i) terminate or reduce all Commitments, whereupon all Commitments shall immediately be so terminated or reduced, (ii) declare all or any portion of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, without further order of, or application to, the Bankruptcy Court and without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents.

ARTICLE X

AGENTS

Section 10.01 Appointment. Each Lender (and each subsequent maker of any Loan by its making thereof) hereby irrevocably appoints, authorizes and empowers the Administrative Agent and the Collateral Agent to perform the duties of each such Agent as set forth in this Agreement and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto, including: (i) to receive on behalf of each Lender any payment of principal of or interest on the Loans outstanding hereunder and all other amounts accrued hereunder for the account of the Lenders and paid to such Agent, and, subject to Section 2.02 of this Agreement, to distribute promptly to each Lender its Pro Rata Share of all payments so received; (ii) to distribute to each Lender copies of all material notices and agreements received by such Agent and not required to be delivered to each Lender pursuant to the terms of this Agreement, provided that the Agents shall not have any liability to the Lenders for any Agent's inadvertent failure to distribute any such notices or agreements to the Lenders; (iii) to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Obligations, the Loans, and related matters and to maintain, in accordance with its customary business practices, ledgers and records reflecting the status of the Collateral and related matters; (iv) to execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to this Agreement or any other Loan Document; (v) to make the Loans and Collateral Agent Advances, for such Agent or on behalf of the applicable Lenders as provided in this Agreement or any other Loan Document; (vi) to perform, exercise, and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the

Obligations, or otherwise related to any of same to the extent reasonably incidental to the exercise by such Agent of the rights and remedies specifically authorized to be exercised by such Agent by the terms of this Agreement or any other Loan Document; (vii) to incur and pay such fees necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to this Agreement or any other Loan Document; (viii) subject to Section 10.03, to take such action as such Agent deems appropriate on its behalf to administer the Loans and the Loan Documents and to exercise such other powers delegated to such Agent by the terms hereof or the other Loan Documents (including, without limitation, the power to give or to refuse to give notices, waivers, consents, approvals and instructions and the power to make or to refuse to make determinations and calculations); and (ix) to act with respect to all Collateral under the Loan Documents, including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations. As to any matters not expressly provided for by this Agreement and the other Loan Documents (including, without limitation, enforcement or collection of the Loans), the Agents shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), and such instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) shall be binding upon all Lenders and all makers of Loans; provided, however, the Agents shall not be required to take any action which, in the reasonable opinion of any Agent, exposes such Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law.

Section 10.02 Nature of Duties; Delegation.

(a) The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement or in the other Loan Documents. The duties of the Agents shall be mechanical and administrative in nature. The Agents shall not have by reason of this Agreement or any other Loan Document a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any other Loan Document, express or implied, is intended to or shall be construed to impose upon the Agents any obligations in respect of this Agreement or any other Loan Document except as expressly set forth herein or therein. Each Lender shall make its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making and the continuance of the Loans hereunder and shall make its own appraisal of the creditworthiness of the Loan Parties and the value of the Collateral, and the Agents shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into their possession before the initial Loan hereunder or at any time or times thereafter, provided that, upon the reasonable request of a Lender, each Agent shall provide to such Lender any documents or reports delivered to such Agent by the Loan Parties pursuant to the terms of this Agreement or any other Loan Document. If any Agent seeks the consent or approval of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) to the taking or refraining from taking any action hereunder, such Agent shall send notice thereof to each Lender. Each Agent shall promptly notify each Lender any time that the Required Lenders (or such other number or percentage of the Lenders as shall

be expressly provided for herein or in the other Loan Documents) have instructed such Agent to act or refrain from acting pursuant hereto.

(b) Each Agent may, upon any term or condition it specifies, delegate or exercise any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, any Loan Document by or through any trustee, co-agent, employee, attorney-in-fact and any other Person (including any Lender). Any such Person shall benefit from this Article X to the extent provided by the applicable Agent.

Section 10.03 Rights, Exculpation, Etc. The Agents and their directors, officers, agents or employees shall not be liable for any action taken or omitted to be taken by them under or in connection with this Agreement or the other Loan Documents, except for their own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. Without limiting the generality of the foregoing, the Agents (i) may treat the payee of any Loan as the owner thereof until the Collateral Agent receives written notice of the assignment or transfer thereof, pursuant to Section 12.07 hereof, signed by such payee and in form satisfactory to the Collateral Agent; (ii) may consult with legal counsel (including, without limitation, counsel to any Agent or counsel to the Loan Parties), independent public accountants, and other experts selected by any of them and shall not be liable for any action taken or omitted to be taken in good faith by any of them in accordance with the advice of such counsel or experts; (iii) make no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, certificates, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Person, the existence or possible existence of any Default or Event of Default, or to inspect the Collateral or other property (including, without limitation, the books and records) of any Person; (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (vi) shall not be deemed to have made any representation or warranty regarding the existence, value or collectibility of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Agents be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. The Agents shall not be liable for any apportionment or distribution of payments made in good faith pursuant to Section 4.03, and if any such apportionment or distribution is subsequently determined to have been made in error, and the sole recourse of any Lender to whom payment was due but not made shall be to recover from other Lenders any payment in excess of the amount which they are determined to be entitled. The Agents may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the other Loan Documents the Agents are permitted or required to take or to grant, and if such instructions are promptly requested, the Agents shall be absolutely entitled to refrain from taking any action or to withhold any approval under any of the Loan Documents until they shall have received such instructions from the Required Lenders. Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other Loan Documents in accordance with the instructions of the Required Lenders (or such other

number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents).

Section 10.04 Reliance. Each Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to this Agreement or any of the other Loan Documents and its duties hereunder or thereunder, upon advice of counsel selected by it.

Section 10.05 Indemnification. To the extent that any Agent is not reimbursed and indemnified by any Loan Party, and whether or not such Agent has made demand on any Loan Party for the same, the Lenders will, within five days of written demand by such Agent, reimburse such Agent for and indemnify such Agent from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, client charges and expenses of counsel or any other advisor to such Agent), advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Agent in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by such Agent under this Agreement or any of the other Loan Documents, in proportion to each Lender's Pro Rata Share, including, without limitation, advances and disbursements made pursuant to Section 10.08; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final non-appealable judicial determination that such liability resulted from such Agent's gross negligence or willful misconduct. The obligations of the Lenders under this Section 10.05 shall survive the payment in full of the Loans and the termination of this Agreement.

Section 10.06 Agents Individually. With respect to its Pro Rata Share of the Total Commitment hereunder and the Loans made by it, each Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender or maker of a Loan. The terms "Lenders" or "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each Agent in its individual capacity as a Lender or one of the Required Lenders. Each Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with any Borrower as if it were not acting as an Agent pursuant hereto without any duty to account to the other Lenders.

Section 10.07 Successor Agent.

(a) Any Agent may at any time give at least 30 days prior written notice of its resignation to the Lenders and the Administrative Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a

successor Agent. Whether or not a successor Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by such Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such retiring Agent shall instead be made by or to each Lender directly, until such time, if any, as a successor Agent shall have been appointed as provided for above. Upon the acceptance of a successor's Agent's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article, Section 12.04 and Section 12.15 shall continue in effect for the benefit of such retiring Agent in respect of any actions taken or omitted to be taken by it while the retiring Agent was acting as Agent.

Section 10.08 Collateral Matters.

(a) The Collateral Agent may from time to time make such disbursements and advances ("Collateral Agent Advances") which the Collateral Agent, in its sole discretion, deems necessary or desirable to preserve, protect, prepare for sale or lease or dispose of the Collateral or any portion thereof, to enhance the likelihood or maximize the amount of repayment by the Borrowers of the Loans and other Obligations or to pay any other amount chargeable to the Borrowers pursuant to the terms of this Agreement, including, without limitation, costs, fees and expenses as described in Section 12.04. The Collateral Agent Advances shall be repayable on demand and be secured by the Collateral and shall bear interest at a rate per annum equal to the rate then applicable to the Loans that are Reference Rate Loans. The Collateral Agent Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 4.01. The Collateral Agent shall notify each Lender and the Administrative Borrower in writing of each such Collateral Agent Advance, which notice shall include a description of the purpose of such Collateral Agent Advance. Without limitation to its obligations pursuant to Section 10.05, each Lender agrees that it shall make available to the Collateral Agent, upon the Collateral Agent's demand, in Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Collateral Agent Advance. If such funds are not made available to the Collateral Agent by such Lender, the Collateral Agent shall be entitled to recover such funds on demand from such Lender, together with interest thereon for each day from the date such payment was due until the date such amount is paid to the Collateral Agent, at the Federal Funds Rate for three Business Days and thereafter at the Reference Rate.

(b) The Lenders hereby irrevocably authorize the Collateral Agent, at its option and in its discretion, to release any Lien granted to or held by the Collateral Agent upon any Collateral upon termination of the Total Commitment and payment and satisfaction of all Loans and all other Obligations (other than Contingent Indemnification Obligations) in

accordance with the terms hereof; or constituting property being sold or disposed of in the ordinary course of any Loan Party's business or otherwise in compliance with the terms of this Agreement and the other Loan Documents; or constituting property in which the Loan Parties owned no interest at the time the Lien was granted or at any time thereafter; or if approved, authorized or ratified in writing by the Lenders in accordance with Section 12.02. Upon request by the Collateral Agent at any time, the Lenders will confirm in writing the Collateral Agent's authority to release particular types or items of Collateral pursuant to this Section 10.08(b).

(c) Without in any manner limiting the Collateral Agent's authority to act without any specific or further authorization or consent by the Lenders (as set forth in Section 10.08(b)), each Lender agrees to confirm in writing, upon request by the Collateral Agent, the authority to release Collateral conferred upon the Collateral Agent under Section 10.08(b). Upon receipt by the Collateral Agent of confirmation from the Lenders of its authority to release any particular item or types of Collateral, and upon prior written request by any Loan Party, the Collateral Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Liens granted to the Collateral Agent for the benefit of the Agents and the Lenders upon such Collateral; provided, however, that (i) the Collateral Agent shall not be required to execute any such document on terms which, in the Collateral Agent's opinion, would expose the Collateral Agent to liability or create any obligations or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Lien upon (or obligations of any Loan Party in respect of) all interests in the Collateral retained by any Loan Party.

(d) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Loan Parties, each Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral under any Loan Document or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof, (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale, the Administrative Agent, the Collateral Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and (iii) the Collateral Agent, as agent for and representative of the Agents and the Lenders (but not any other Agent or any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled (either directly or through one or more acquisition vehicles) for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral to be sold (A) at any public or private sale, (B) at any sale conducted by the Collateral Agent under the provisions of the Uniform Commercial Code (including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code), (C) at any sale or foreclosure conducted by the Collateral Agent (whether by judicial action or otherwise) in accordance with applicable law or (D) any sale conducted pursuant to the provisions of any Debtor Relief Law (including Section 363 of the Bankruptcy Code), to use and apply all or any of the Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale.

(e) The Collateral Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Loan Parties or is cared for, protected or

insured or has been encumbered or that the Lien granted to the Collateral Agent pursuant to this Agreement or any other Loan Document has been properly or sufficiently or lawfully created, perfected, protected or enforced or is entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 10.08 or in any other Loan Document, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to any other Lender, except as otherwise provided herein.

Section 10.09 Agency for Perfection. Each Agent and each Lender hereby appoints each other Agent and each other Lender as agent and bailee for the purpose of perfecting the security interests in and liens upon the Collateral in assets which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and each Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Agents and the Lenders as secured party. Should the Administrative Agent or any Lender obtain possession or control of any such Collateral, the Administrative Agent or such Lender shall notify the Collateral Agent thereof, and, promptly upon the Collateral Agent's request therefor shall deliver such Collateral to the Collateral Agent or in accordance with the Collateral Agent's instructions. In addition, the Collateral Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 10.10 No Reliance on any Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on any Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other requirements imposed by the USA PATRIOT Act or the regulations issued thereunder, including the regulations set forth in 31 C.F.R. §§ 1010.100(yy), (iii), 1020.100, and 1020.220 (formerly 31 C.F.R. § 103.121), as hereafter amended or replaced ("CIP Regulations"), or any other Anti-Terrorism Laws, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or other regulations issued under the USA PATRIOT Act. Each Lender, Affiliate, participant or assignee subject to Section 326 of the USA PATRIOT Act will perform the measures necessary to satisfy its own responsibilities under the CIP Regulations.

Section 10.11 No Third Party Beneficiaries. The provisions of this Article are solely for the benefit of the Secured Parties, and no Loan Party shall have rights as a third-party beneficiary of any of such provisions.

Section 10.12 No Fiduciary Relationship. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 10.13 Reports; Confidentiality; Disclaimers. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that each Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report with respect to Patriot or any of its Subsidiaries (each, a "Report") prepared by or at the request of such Agent, and each Agent shall so furnish each Lender with each such Report,

(b) expressly agrees and acknowledges that the Agents (i) do not make any representation or warranty as to the accuracy of any Reports, and (ii) shall not be liable for any information contained in any Reports,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that any Agent or other party performing any audit or examination will inspect only specific information regarding Patriot and its Subsidiaries and will rely significantly upon Patriot's and its Subsidiaries' books and records, as well as on representations of their personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Patriot and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 12.19, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold any Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrowers, and (ii) to pay and protect, and indemnify, defend and hold any Agent and any other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys fees and costs) incurred by any such Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 10.14 Collateral Custodian. Upon the occurrence and during the continuance of any Default or Event of Default, the Collateral Agent or its designee may at any time and from time to time employ and maintain on the premises of any Loan Party a custodian selected by the Collateral Agent or its designee who shall have full authority to do all acts necessary to protect the Agents' and the Lenders' interests. Each Loan Party hereby agrees to,

and to cause its Subsidiaries to, cooperate with any such custodian and to do whatever the Collateral Agent or its designee may reasonably request to preserve the Collateral. All costs and expenses incurred by the Collateral Agent or its designee by reason of the employment of the custodian shall be the responsibility of the Borrowers and charged to the Loan Account.

Section 10.15 [Intentionally Omitted.]

Section 10.16 [Intentionally Omitted.]

Section 10.17 Collateral Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Collateral Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether any Agent shall have made any demand on the Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the compensation, expenses, disbursements and advances of the Secured Parties and their respective agents and counsel and all other amounts due the Secured Parties hereunder and under the other Loan Documents) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Collateral Agent and, in the event that the Collateral Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and its agents and counsel, and any other amounts due the Collateral Agent hereunder and under the other Loan Documents.

ARTICLE XI

GUARANTY

Section 11.01 Guaranty. Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrowers now or hereafter existing under any Loan Document, whether for principal, interest, fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrowers, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Secured Parties in enforcing any rights under the guaranty set forth in this Article XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the

Guaranteed Obligations and would be owed by the Borrowers to the Secured Parties under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Borrower. Notwithstanding any of the foregoing, Guaranteed Obligations shall not include any Excluded Swap Obligations.

Section 11.02 Guaranty Absolute. Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Secured Parties with respect thereto. Each Guarantor agrees that this Article XI constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this Article XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this Article XI shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Secured Party;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Secured Parties that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Article XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by Secured Parties or any other Person upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver. Each Guarantor hereby waives (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Article XI and any requirement that the Secured Parties exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Secured Party to seek payment or recovery of any amounts owed under this Article XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Secured Party protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Secured Parties shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives any right to revoke this Article XI, and acknowledges that this Article XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments. This Article XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Secured Parties and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, its Loans owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation. No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this Article XI, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Secured Parties against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI shall have been paid in full in cash and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations (other than Contingent Indemnity Obligations) and all other amounts payable under this Article XI and the Final Maturity Date, such amount shall be held in trust for the benefit of the Secured Parties and shall forthwith be paid to the Secured Parties to be credited and applied

to the Guaranteed Obligations and all other amounts payable under this Article XI, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Article XI thereafter arising. If (i) any Guarantor shall make payment to the Secured Parties of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Article XI shall be paid in full in cash and (iii) the Final Maturity Date shall have occurred, the Secured Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Contribution. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Guaranty. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Guaranty such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Guaranty in respect of the obligations Guaranteed. "Fair Share Contribution Amount" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Guaranty that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 11.06, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor. "Aggregate Payments" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Guaranty (including, without limitation, in respect of this Section 11.06), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 11.06. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 11.06 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 11.06.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

(a) Notices Generally. All notices and other communications provided for hereunder shall be in writing and shall be delivered by hand, sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or telecopier. In the case of notices or other communications to any Loan Party, Administrative Agent or the Collateral Agent, as the case may be, they shall be sent to the respective address set forth below (or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01):

PATRIOT NATIONAL, INC.
401 E. Las Olas Blvd, Suites 1650
Fort Lauderdale, FL 33301
Attention: James S. Feltman, Chief Restructuring Officer
Telephone: (954) 315-1810

with a copy to:

PATRIOT NATIONAL, INC.
401 E. Las Olas Blvd, Suites 1650
Fort Lauderdale, FL 33301
Attention: Gex "Jay" Richardson, General Counsel
Telephone: (954) 315-1853

with a copy to:

HUGHES HUBBARD & REED LLP
One Battery Park Plaza
New York, NY 10004-1482
Attention: Katie Coleman
Telephone: (212) 837-6447
Telecopier: (212) 299-6447

if to the Collateral Agent or the Administrative Agent, to it at the following address:

CERBERUS BUSINESS FINANCE, LLC
875 Third Avenue
New York, New York 10022
Attention: Joseph Naccarato
Telephone: 212.891.2121
Telecopier: 212.891.1541

in each case, with copies to:

SCHULTE ROTH & ZABEL LLP
919 Third Avenue
New York, New York 10022
Attention: Eliot L. Relles, Esq. and Adam C. Harris, Esq.
Telephone: 212-756-2000
Telecopier: 212-593-5955

All notices or other communications sent in accordance with this Section 12.01, shall be deemed received on the earlier of the date of actual receipt or 3 Business Days after the deposit thereof in the mail; provided, that (i) notices sent by overnight courier service shall be deemed to have been given when received and (ii) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), provided, further that notices to any Agent pursuant to Article II shall not be effective until received by such Agent.

(b) Electronic Communications.

(i) Each Agent and the Administrative Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Agents, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Agents that it is incapable of receiving notices under such Article by electronic communication.

(ii) Unless the Administrative Agent otherwise prescribes, (A) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (B) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (A), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

Section 12.02 Amendments, Etc.

(a) No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed (x) in the case of an

amendment, consent or waiver to cure any ambiguity, omission, defect or inconsistency or granting a new Lien for the benefit of the Agents and the Lenders or extending an existing Lien over additional property, by the Agents and the Borrowers (or by the Administrative Borrower on behalf of the Borrowers), (y) in the case of any other waiver or consent, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and (z) in the case of any other amendment, by the Required Lenders (or by the Collateral Agent with the consent of the Required Lenders) and the Borrowers (or by the Administrative Borrower on behalf of the Borrowers), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall:

(i) increase the Commitment of any Lender, reduce the principal of, or interest on, the Loans payable to any Lender, reduce the amount of any fee payable for the account of any Lender, or postpone or extend any scheduled date fixed for any payment of principal of, or interest or fees on, the Loans payable to any Lender, in each case, without the written consent of such Lender;

(ii) increase the Total Commitment without the written consent of each Lender;

(iii) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Loans that is required for the Lenders or any of them to take any action hereunder without the written consent of each Lender;

(iv) amend the definition of "Required Lenders" or "Pro Rata Share" without the written consent of each Lender;

(v) release all or a substantial portion of the Collateral (except as otherwise provided in this Agreement and the other Loan Documents), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Agents and the Lenders, or release any Borrower or any Guarantor (except in connection with a Disposition of the Equity Interests thereof permitted by Section 7.02(c)(ii)), in each case, without the written consent of each Lender; or

(vi) amend, modify or waive Section 4.02, Section 4.03 or this Section 12.02 of this Agreement without the written consent of each Lender.

Notwithstanding the foregoing, (A) no amendment, waiver or consent shall, unless in writing and signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents, (B) any amendment, waiver or consent to any provision of this Agreement (including Sections 4.01 and 4.02) that permits any Loan Party, or any of their respective Affiliates to purchase Loans on a non-pro rata basis, become an eligible assignee pursuant to Section 12.07 and/or make offers to make optional prepayments on a non-pro rata basis shall require the prior written consent of the Required Lenders rather than the prior written consent of each Lender directly affected thereby and (C) the consent of the Borrowers shall not be required to change any order of priority set forth in Section 2.05(e) and Section 4.03. Notwithstanding anything to the contrary herein, no Defaulting Lender

or any of its respective Affiliates that is a Lender shall have any right to approve or disapprove any amendment, waiver or consent under the Loan Documents and any Loans held by such Person for purposes hereof shall be automatically deemed to be voted pro rata according to the Loans of all other Lenders in the aggregate (other than such Defaulting Lender, Loan Party or Affiliate).

(b) If any action to be taken by the Lenders hereunder requires the consent, authorization, or agreement of all of the Lenders or any Lender affected thereby, and a Lender (the "Holdout Lender") fails to give its consent, authorization, or agreement, then the Collateral Agent, upon at least 5 Business Days prior irrevocable notice to the Holdout Lender, may permanently replace the Holdout Lender with one or more substitute lenders (each, a "Replacement Lender"), and the Holdout Lender shall have no right to refuse to be replaced hereunder. Such notice to replace the Holdout Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given. Prior to the effective date of such replacement, the Holdout Lender and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Holdout Lender being repaid its share of the outstanding Obligations without any premium or penalty of any kind whatsoever. If the Holdout Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Holdout Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Holdout Lender shall be made in accordance with the terms of Section 12.07. Until such time as the Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Holdout Lender hereunder and under the other Loan Documents, the Holdout Lender shall remain obligated to make its Pro Rata Share of Loans.

Section 12.03 No Waiver; Remedies, Etc. No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Taxes; Attorneys' Fees. The Borrowers will pay on demand, all costs and expenses incurred by or on behalf of each Agent (and, in the case of clauses (b) through (n) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable fees, costs, client charges and expenses of counsel for the Agent and the Lenders), (but limited in each case of this Section 12.04, for the Agents and the Lenders taken as a whole, to (x) one primary counsel for each Agent and one primary counsel for the Lenders (taken as a whole), (y) one regulatory counsel and (z) one local counsel in each relevant jurisdiction or a single special counsel acting in multiple jurisdictions, in each case unless a conflict arises, in which case the reasonable and documented fees and out-of-pocket expenses of one conflicts counsel shall also be reimbursed by

the Borrower, and for the Agents and the Lenders taken as a whole, to all other types of professionals or advisors other than counsel (such as financial advisors, investment bankers, accountants, etc.) to one firm of each such type of advisors to the Agents and the Lenders, taken as a whole, accounting, due diligence, periodic field audits, physical counts, valuations, investigations, searches and filings, monitoring of assets, appraisals of Collateral, the rating of the Loans, title searches and reviewing environmental assessments, miscellaneous disbursements, examination, travel, lodging and meals, arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to in Section 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of the Agents' or any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of the Collateral or other security, in connection with this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any Collateral or other security in connection with this Agreement or any other Loan Document, (i) following the occurrence and during the continuance of an Event of Default, any attempt to collect from any Loan Party, (j) all liabilities and costs arising from or in connection with the past, present or future operations of any Loan Party involving any damage to real or personal property or natural resources or harm or injury alleged to have resulted from any Release of Hazardous Materials on, upon or into such property, (k) any Environmental Liabilities and Costs incurred in connection with the investigation, removal, cleanup and/or remediation of any Hazardous Materials present or arising out of the operations of any Facility of any Loan Party, (l) any Environmental Liabilities and Costs incurred in connection with any Environmental Lien, (m) the rating of the Loans by one or more rating agencies in connection with any Lender's Securitization, or (n) the receipt by any Agent or any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document: (x) the Borrowers agree to pay all stamp, document, transfer, recording or filing taxes or fees and similar impositions now or hereafter determined by any Agent or any Lender to be payable in connection with this Agreement or any other Loan Document, and the Borrowers agree to save each Agent and each Lender harmless from and against any and all present or future claims, liabilities or losses with respect to or resulting from any omission to pay or delay in paying any such taxes, fees or impositions, (y) the Borrowers agree to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents, and (z) if the Borrowers fail to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrowers;

provided, however, that the Borrowers shall not have any obligation pursuant to this Section 12.04 for any cost or expense that is caused by the gross negligence or willful misconduct of an Agent or a Lender, as determined by a final non-appealable judgment of a court of competent jurisdiction. The obligations of the Borrowers under this Section 12.04 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.05 Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent or any Lender may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent or such Lender or any of their respective Affiliates to or for the credit or the account of any Loan Party against any and all obligations of the Loan Parties either now or hereafter existing under any Loan Document, irrespective of whether or not such Agent or such Lender shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of set-off, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 4.04 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agents and the Lenders, and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of set-off. Each Agent and each Lender agrees to notify such Loan Party promptly after any such set-off and application made by such Agent or such Lender or any of their respective Affiliates provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents and the Lenders under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents and the Lenders may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns (including, except for the right to request Loans, any trustee succeeding to the rights of the Loan Parties pursuant to Chapter 11 of the Bankruptcy Code or pursuant to any conversion to a case under Chapter 7 of the Bankruptcy Code); provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void.

(b) Subject to the conditions set forth in clause (c) below, each Lender may assign to one or more other lenders or other entities all or a portion of its rights and obligations under this Agreement with respect to all or a portion of its Commitment and any Loan made by it with the written consent of the Collateral Agent and Administrative Borrower (which consent shall not be unreasonably withheld, conditioned or delayed nor shall it be required during the existence of an Event of Default), provided, however, that (i) no written consent of the Collateral Agent or the Administrative Agent shall be required if such assignment is in connection with any merger, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender and (ii) no written consent of the Administrative Borrower shall be required in connection with any assignment by a Lender to another Lender, an Affiliate of such Lender or a Related Fund of such Lender.

(c) Assignments shall be subject to the following additional conditions:

(i) Each such assignment shall be in an amount which is at least $1,000,000 or a multiple of $250,000 in excess thereof (or the remainder of such Lender's Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (A) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (B) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof);

(ii) The parties to each such assignment shall execute and deliver to the Collateral Agent (and the Administrative Agent, if applicable), for its acceptance, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Collateral Agent, for the benefit of the Collateral Agent, a processing and recordation fee of $5,000 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender); and

(iii) No such assignment shall be made to (A) any Loan Party, any equity holder of Patriot or any of their respective Affiliates or (B) any Defaulting Lender or any of its Affiliates, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(d) Upon such execution, delivery and acceptance, from and after the effective date specified in each Assignment and Acceptance and recordation on the Register, which effective date shall be at least 3 Business Days after the delivery thereof to the Collateral Agent (or such shorter period as shall be agreed to by the Collateral Agent and the parties to such assignment), (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(e) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(f) The Administrative Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain, or cause to be maintained at the Payment Office, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the "Register") for the recordation of the names and addresses of the Lenders and the Commitments of, and the principal amount of the Loans (and stated interest thereon) (the "Registered Loans") owing to each Lender from time to time. The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrowers, the Agents and the Lenders may treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Administrative Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(g) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance, and subject to any consent required from the Administrative Agent or the Collateral Agent pursuant to Section 12.07(b) (which consent of the applicable Agent must be evidenced by such Agent's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register (as adjusted to reflect any principal payments on or amounts capitalized and added to the principal balance of the Loans and/or Commitment reductions made subsequent to the effective date of the applicable assignment, as confirmed in writing by the corresponding assignor and assignee in conjunction with delivery of the assignment to the Administrative Agent) and provide to the Collateral Agent a copy of the fully executed Assignment and Acceptance.

(h) A Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each registered note shall expressly so provide). Any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any, evidencing the same), the Agents shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered on the Register as the owner thereof for the purpose of receiving all payments thereon, notwithstanding notice to the contrary.

(i) In the event that any Lender sells participations in a Registered Loan, such Lender shall, acting for this purpose as a non-fiduciary agent on behalf of the Borrowers, maintain, or cause to be maintained, a register, on which it enters the name of all participants in the Registered Loans held by it and the principal amount (and stated interest thereon) of the portion of the Registered Loan that is the subject of the participation (the "Participant Register"). A Registered Loan (and the registered note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Administrative Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(j) Any Non-U.S. Lender who purchases or is assigned or participates in any portion of such Registered Loan shall comply with Section 2.09(d).

(k) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Commitments and the Loans made by it); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Commitments hereunder) and the other Loan Documents shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrowers, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; and (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Loans, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or any Loan Party (except as set forth in Section 10.08 of this Agreement or any other Loan Document). The Loan Parties agree that each participant shall be entitled to the benefits of Section 2.09 and Section 2.10 of this Agreement

with respect to its participation in any portion of the Commitments and the Loans as if it was a Lender.

(l) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or loans made to such Lender pursuant to securitization or similar credit facility (a "Securitization"); provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. The Loan Parties shall cooperate with such Lender and its Affiliates to effect the Securitization including, without limitation, by providing such information as may be reasonably requested by such Lender in connection with the rating of its Loans or the Securitization.

Section 12.08 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopier or electronic mail also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK, EXCEPT AS GOVERNED BY THE BANKRUPTCY CODE.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE. **ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE BANKRUPTCY COURT, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE BANKRUPTCY COURT. EACH LOAN PARTY HEREBY CONSENTS TO THE SERVICE OF PROCESS OUT OF THE BANKRUPTCY COURT AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE ADMINISTRATIVE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER**

JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN THE BANKRUPTCY COURT AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Section 12.11 WAIVER OF JURY TRIAL, ETC. EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders. Except as otherwise expressly set forth herein to the contrary or in any other Loan Document, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender, in its sole discretion, with or without any reason, and without being subject to question or challenge on the grounds that such Action was not taken in good faith.

Section 12.13 No Party Deemed Drafter. Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments. If any claim is ever made upon any Secured Party for repayment or recovery of any amount or amounts received by such

Secured Party in payment or on account of any of the Obligations, such Secured Party shall give prompt notice of such claim to each other Agent and Lender and the Administrative Borrower, and if such Secured Party repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Secured Party or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Secured Party with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Secured Party hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Secured Party.

Section 12.15 Indemnification; Limitation of Liability for Certain Damages.

(a) In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Secured Party and all of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses) directly incurred by such Indemnitees, whether prior to or from and after the Interim Facility Effective Date as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document or of any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrowers under this Agreement or the other Loan Documents, including, without limitation, the management of any such Loans or the Borrowers' use of the proceeds thereof, (iii) the Agents and the Lenders relying on any instructions of the Administrative Borrower or the handling of the Loan Account and Collateral of the Borrowers as herein provided, (iv) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (v) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees set forth in this Section 12.15 are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

(c) No Loan Party shall assert, and each Loan Party hereby waives, any claim against the Indemnitees, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Loan Party hereby waives, releases and agrees not to sue upon any such claim or seek any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(d) The indemnities and waivers set forth in this Section 12.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents.

Section 12.16 Records. The unpaid principal of and interest on the Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Commitments, and the accrued and unpaid fees payable pursuant to Section 2.06 hereof, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.17 Binding Effect. This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns (including, except for the right to request Loans, any trustee succeeding to the rights of the Borrowers pursuant to Chapter 11 of the Bankruptcy Code or pursuant to any conversion to a case under Chapter 7 of the Bankruptcy Code), except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Agent and each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.18 Highest Lawful Rate. It is the intention of the parties hereto that each Agent and each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby or by any other Loan Document would be usurious as to any Agent or any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Agent or such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in this Agreement or any other Loan Document or any agreement entered into in connection with or as security for the Obligations, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Agent or any Lender that is contracted for, taken, reserved, charged or received by such Agent or such Lender under this Agreement or any other Loan Document or agreements or otherwise in connection with the Obligations shall under no circumstances exceed the maximum amount allowed by such applicable law, any excess shall be canceled automatically and if theretofore paid shall be credited by such Agent or such Lender on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such

Lender, as applicable, to the Borrowers); and (ii) in the event that the maturity of the Obligations is accelerated by reason of any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Agent or any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall, subject to the last sentence of this Section 12.18, be canceled automatically by such Agent or such Lender, as applicable, as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Agent or such Lender, as applicable, on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations shall have been or would thereby be paid in full, refunded by such Agent or such Lender to the Borrowers). All sums paid or agreed to be paid to any Agent or any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Agent or such Lender, be amortized, prorated, allocated and spread throughout the full term of the Loans until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (x) the amount of interest payable to any Agent or any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Agent or such Lender pursuant to this Section 12.18 and (y) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Agent or such Lender would be less than the amount of interest payable to such Agent or such Lender computed at the Highest Lawful Rate applicable to such Agent or such Lender, then the amount of interest payable to such Agent or such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Agent or such Lender until the total amount of interest payable to such Agent or such Lender shall equal the total amount of interest which would have been payable to such Agent or such Lender if the total amount of interest had been computed without giving effect to this Section 12.18.

For purposes of this Section 12.18, the term "applicable law" shall mean that law in effect from time to time and applicable to the loan transaction between the Borrowers, on the one hand, and the Agents and the Lenders, on the other, that lawfully permits the charging and collection of the highest permissible, lawful non-usurious rate of interest on such loan transaction and this Agreement, including laws of the State of New York and, to the extent controlling, laws of the United States of America.

The right to accelerate the maturity of the Obligations does not include the right to accelerate any interest that has not accrued as of the date of acceleration.

Section 12.19 Confidentiality. Each Agent and each Lender agrees (on behalf of itself and each of its affiliates, directors, officers, employees and representatives) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure

by any Agent or any Lender of any such information (i) to its Affiliates and to its and its Affiliates' respective equityholders (including, without limitation, partners), directors, officers, employees, agents, trustees, counsel, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential in accordance with this Section 12.19); (ii) to any other party hereto; (iii) to any assignee or participant (or prospective assignee or participant) or any party to a Securitization so long as such assignee or participant (or prospective assignee or participant) or party to a Securitization first agrees, in writing, to be bound by confidentiality provisions similar in substance to this Section 12.19; (iv) to the extent required by any Requirement of Law or judicial process or as otherwise requested by any Governmental Authority; (v) to the National Association of Insurance Commissioners or any similar organization, any examiner, auditor or accountant or any nationally recognized rating agency or otherwise to the extent consisting of general portfolio information that does not identify Loan Parties; (vi) in connection with any litigation to which any Agent or any Lender is a party; (vii) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; or (viii) with the consent of the Administrative Borrower.

Section 12.20 Public Disclosure. Each Loan Party agrees that neither it nor any of its Affiliates will now or in the future issue any press release or other public disclosure using the name of an Agent, any Lender or any of their respective Affiliates or referring to this Agreement or any other Loan Document without the prior written consent of such Agent or such Lender, except to the extent that such Loan Party or such Affiliate is required or it is advisable in the opinion of counsel to do so under applicable Requirements of Law (in which event, such Loan Party or such Affiliate will consult with (in the case of the initial announcement of this Agreement) or use commercially reasonable efforts to provide advance notice thereof to (in the case of all other announcements) such Agent or such Lender before issuing such press release or other public disclosure). Each Loan Party hereby authorizes each Agent and each Lender, after consultation with the Borrower, to advertise the closing of the transactions contemplated by this Agreement, and to make appropriate announcements of the existence and amount of the Commitments and the Loans entered into among the parties hereto, as such Agent or such Lender shall deem appropriate, including, without limitation, on a home page or similar place for dissemination of information on the Internet or worldwide web, or in announcements commonly known as tombstones, in such trade publications, business journals, newspapers of general circulation and to such selected parties as such Agent or such Lender shall deem appropriate.

Section 12.21 Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

Section 12.22 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the entities composing the Borrowers, which information includes the name and address of each such entity and other information that will allow such Lender to identify the entities composing the Borrowers in accordance with the USA PATRIOT Act. Each Loan Party agrees to take such action and execute, acknowledge and deliver at its sole cost and expense, such instruments and documents as any Lender may reasonably require from time to time in order to enable such Lender to comply with the USA PATRIOT Act.

Section 12.23 Parties Including Trustees; Bankruptcy Court Proceedings. This Agreement, the other Loan Documents, and all Liens created hereby or pursuant hereto or pursuant to any other Loan Document shall be binding upon each Loan Party, the estate of each Loan Party, and any trustee or successor in interest of any Loan Party in any Chapter 11 Case or any subsequent case commenced under Chapter 7 of the Bankruptcy Code or any other bankruptcy or insolvency laws, and shall not be subject to Section 365 of the Bankruptcy Code. This Agreement and the other Loan Documents shall be binding upon, and inure to the benefit of, the successors of the Agents and Lenders and their respective permitted assigns, transferees and endorsees. The Liens created by this Agreement and the other Loan Documents shall be and remain valid and perfected in the event of the substantive consolidation or conversion of any Chapter 11 Case or any other bankruptcy case of any Loan Party to a case under Chapter 7 of the Bankruptcy Code, or in the event of dismissal of any Chapter 11 Case or the release of any Collateral from the jurisdiction of the Bankruptcy Court for any reason, without the necessity that any Agent or Lender file financing statements or otherwise perfect its security interests or Liens under applicable law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

PATRIOT NATIONAL, INC.

By:_____
Name:
Title:

GUARANTORS:

PATRIOT SERVICES, LLC

By: Patriot National, Inc., its Manager

By: _____
Name: Gex Richarson
Title: Secretary

CONTEGO INVESTIGATIVE SERVICES, INC.

By:_____
Name: Beth Crews
Title: Secretary

CORPORATE CLAIMS MANAGEMENT, INC.

By:_____
Name: Beth Crews
Title: Secretary

CWI BENEFITS, INC.

By:_____
Name: Beth Crews
Title: Secretary

FORZA LIEN, LLC

By: Patriot Risk Services, Inc., its Manager

By: _____
Name: Beth Crews
Title: Secretary

RADAR POST-CLOSING HOLDING COMPANY, INC. (f/k/a GLOBAL HR RESEARCH, INC.)

By:_____
Name: Gex Richardson
Title: Secretary

PATRIOT AUDIT SERVICES, LLC

By: Patriot Underwriters, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

PATRIOT CAPTIVE MANAGEMENT, LLC

By: Patriot Services, LLC, its Manager
By: Patriot National, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

PATRIOT CARE MANAGEMENT, LLC

By: Patriot Services, LLC, its Manager
By: Patriot National, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

PATRIOT CLAIM SERVICES, INC.

By:_____
Name: Beth Crews
Title: Secretary

PATRIOT RISK CONSULTANTS, LLC

By: Patriot Underwriters, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

PATRIOT RISK SERVICES, INC.

By:_____
Name: Beth Crews
Title: Secretary

PATRIOT TECHNOLOGY SOLUTIONS, LLC

By: Patriot Services, LLC, its Manager
By: Patriot National, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

PATRIOT UNDERWRITERS, INC.

By:_____
Name: Gex Richardson
Title: Secretary

TRIGEN INSURANCE SOLUTIONS, INC.

By:_____
Name: Gex Richardson
Title: Secretary

TRIGEN HOSPITALITY GROUP, INC.

By:_____
Name: Gex Richardson
Title: Secretary

CONTEGO SERVICES GROUP, LLC

By: Patriot Services, LLC, its Manager
By: Patriot National, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

DECISION UR, LLC

By: Patriot Technology Solutions, LLC, its Manager
By: Patriot Services, LLC, its Manager

By: _____
Name: Gex Richardson
Title: Secretary

COLLATERAL AGENT AND
ADMINISTRATIVE AGENT:

CERBERUS BUSINESS FINANCE, LLC

By:_____
Name:
Title:

LENDERS:

CERBERUS ASRS HOLDINGS LLC

By: _____
Name:
Title: Vice President

CERBERUS AUS LEVERED HOLDINGS LP
By: CAL I GP Holdings LLC
Its: General Partner

By: _____
Name:
Title: Senior Managing Director

CERBERUS FSBA HOLDINGS LLC

By: _____
Name:
Title: Vice President

CERBERUS ICQ LEVERED LOAN OPPORTUNITIES FUND, L.P.
By: Cerberus ICQ Levered Opportunities GP, LLC
Its: General Partner

By: _____
Name:
Title: Senior Managing Director

CERBERUS ICQ OFFSHORE LOAN OPPORTUNITIES MASTER FUND, L.P.
By: Cerberus ICQ Offshore Levered GP, LLC
Its: General Partner

By: _____
Name:
Title: Senior Managing Director

CERBERUS KRS LEVERED LOAN OPPORTUNITIES FUND, L.P.
By: Cerberus KRS Levered Opportunities GP, LLC
Its: General Partner

By: _____
Name:
Title: Senior Managing Director

CERBERUS LEVERED LOAN OPPORTUNITIES FUND III, L.P.
By: Cerberus Levered Opportunities III GP, LLC
Its: General Partner

By: _____
Name:
Title: Senior Managing Director

CERBERUS NJ CREDIT OPPORTUNITIES FUND, L.P.
By: Cerberus NJ Credit Opportunities GP, LLC
Its: General Partner

By: _____
Name:
Title: Senior Managing Director

CERBERUS OFFSHORE LEVERED LOAN OPPORTUNITIES MASTER FUND III, L.P.
By: Cerberus Offshore Levered Opportunities III GP, LLC
Its: General Partner

By: _____
Name:
Title: Senior Managing Director

CERBERUS PSERS LEVERED LOAN OPPORTUNITIES FUND, L.P.
By: Cerberus PSERS Levered Opportunities GP, LLC
Its: General Partner

By: _____
Name:
Title: Senior Managing Director

CERBERUS REDWOOD LEVERED LOAN OPPORTUNITIES FUND A, L.P.
By: Cerberus Redwood Levered Opportunities GP A, LLC
Its: General Partner

By:_____
Name:
Title: Senior Managing Director

CERBERUS REDWOOD LEVERED LOAN OPPORTUNITIES FUND B, L.P.
By: Cerberus Redwood Levered Opportunities GP B, LLC
Its: General Partner

By:_____
Name:
Title: Senior Managing Director

CERBERUS SWC LEVERED HOLDINGS II LP
By: CSL Holdings II GP LLC
Its: General Partner

By: _____
Name:
Title: Senior Managing Director

TCW Direct Lending, LLC

By: TCW Asset Management Company, its Investment Advisor

By:_____
Name:
Title:

West Virginia Direct Lending LLC

By: TCW Asset Management Company, its Advisor

By:_____
Name:
Title:

TCW Skyline Lending, L.P.

By: TCW Asset Management Company LLC, its Investment Advisor

By:_____
Name:
Title:

Schedule 1.01(A)

Lenders	Total Commitment
CERBERUS LEVERED LOAN OPPORTUNITIES FUND III, L.P.	$2,322,242.99
CERBERUS NJ CREDIT OPPORTUNITIES FUND, L.P.	$513,300.87
CERBERUS ASRS HOLDINGS LLC	$1,769,196.50
CERBERUS KRS LEVERED LOAN OPPORTUNITIES FUND, L.P.	$210,302.22
CERBERUS PSERS LEVERED LOAN OPPORTUNITIES FUND, L.P.	$778,610.45
CERBERUS FSBA HOLDINGS LLC	$1,261,783.97
CERBERUS ICQ LEVERED LOAN OPPORTUNITIES FUND, L.P.	$1,487,166.56
CERBERUS OFFSHORE LEVERED LOAN OPPORTUNITIES MASTER FUND III, L.P.	$825,167.30
CERBERUS ICQ OFFSHORE LOAN OPPORTUNITIES MASTER FUND, L.P.	$297,174.21
CERBERUS AUS LEVERED HOLDINGS LP	$245,676.59
CERBERUS SWC LEVERED HOLDINGS II, L.P.	$404,088.06
CERBERUS REDWOOD LEVERED LOAN OPPORTUNITIES FUND A, L.P.	$493,401.81
CERBERUS REDWOOD LEVERED LOAN OPPORTUNITIES FUND B, L.P.	$740,102.76
TCW DIRECT LENDING, LLC	$3,321,428.57
WEST VIRGINIA DIRECT LENDING LLC	$415,178.57
TCW SKYLINE LENDING, L.P.	$415,178.57
Total	**$15,500,000.00**

Schedule 1.01(B):

[Reserved]

Schedule 1.01(C): Restricted Insurance Carrier Accounts

Cash/Accounts

Company	Bank or Broker	Account No.	Account Type	Status
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account

Company	Bank or Broker	Account No.	Account Type	Status
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
Corporate Claims Management, Inc.	Regions Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 65 of 121

Company	Bank or Broker	Account No.	Account Type	Status
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account

Schedule 1.01(C)

Company	Bank or Broker	Account No.	Account Type	Status
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account

Schedule 1.01(C)

Company	Bank or Broker	Account No.	Account Type	Status
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	South State Bank		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
CWIBenefits, Inc	Fifth Third		Restricted Cash	Claims Account
Patriot Captive Management, Inc.	Fifth Third		Restricted Cash	Escrow Account

Schedule 1.01(C)

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 68 of 121

Company	Bank or Broker	Account No.	Account Type	Status
Patriot Risk Services, Inc.	Bank of America		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Bank of America		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Bank of America		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Bank of America		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Bank of America		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Bank of America		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Fifth Third		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Fifth Third		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Fifth Third		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Fifth Third		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Fifth Third		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Fifth Third		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Fifth Third		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Bank of America		Restricted Cash	Claims Account
Patriot Risk Services, Inc.	Bank of America		Restricted Cash	Claims Account
Patriot Underwriters, Inc.	City National Bank		Restricted Cash	Claims Account
Patriot Underwriters, Inc.	City National Bank		Restricted Cash	Claims Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Claims Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Claims Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Escrow Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Fiduciary Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Compliance Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Escrow Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Escrow Account
CWIBenefits, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
InsureLinx, Inc.	Connecticut Community Bank		Restricted Cash	Premium Trust Account
Patriot Underwriters, Inc.	Bank of America		Restricted Cash	Premium Trust Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
Patriot Underwriters, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
TriGen Insurance Solutions, Inc.	Fifth Third		Restricted Cash	Premium Trust Account

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 69 of 121

Company	Bank or Broker	Account No.	Account Type	Status
TriGen Insurance Solutions, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
TriGen Insurance Solutions, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
TriGen Insurance Solutions, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
TriGen Insurance Solutions, Inc.	Fifth Third		Restricted Cash	Premium Trust Account
TriGen Insurance Solutions, Inc.	Fifth Third		Restricted Cash	Premium Trust Account

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 70 of 121

Schedule 1.01(D): Budget

See attached.

13 - Week Forecast of Patriot National, Inc.
January 30, 2018

1000
of $USD

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	
	5-Feb-18	12-Feb-18	19-Feb-18	26-Feb-18	5-Mar-18	12-Mar-18	19-Mar-18	26-Mar-18	2-Apr-18	9-Apr-18	16-Apr-18	23-Apr-18	30-Apr-18	TOTAL
	9-Feb-18	16-Feb-18	23-Feb-18	2-Mar-18	9-Mar-18	16-Mar-18	23-Mar-18	30-Mar-18	6-Apr-18	13-Apr-18	20-Apr-18	27-Apr-18	4-May-18	
CASH FLOW SUMMARY[1]														
Fee Related Collections	$987	$534	$490	$373	$1,228	$407	$381	$580	$1,318	$334	$391	$475	$293	$7,790
Commission Related Collections	$0	$844	$646	$232	$0	$844	$745	$235	$0	$844	$445	$540	$0	$5,374
Other	$0	$1,800	$0	$0	$0	$350	$0	$0	$0	$0	$0	$0	$0	$2,150
Total Cash Sources	***$987***	***$3,177***	***$1,136***	***$605***	***$1,228***	***$1,600***	***$1,126***	***$815***	***$1,318***	***$1,177***	***$836***	***$1,016***	***$293***	***$15,314***
Total Payroll Related Expenses	($150)	($1,162)	($90)	($1,217)	($150)	($1,162)	($90)	($1,162)	($150)	($1,217)	($90)	($1,162)	($150)	($7,953)
Healthcare Costs	($50)	($212)	($125)	($212)	($50)	($212)	$0	($162)	$0	($162)	$0	($162)	$0	($1,344)
Rent	($298)	$0	$0	($268)	$0	$0	$0	$0	($268)	$0	$0	$0	($268)	($1,100)
Operating Expenses	($195)	($218)	($415)	($505)	($255)	($333)	($480)	($305)	($355)	($330)	($503)	($305)	($355)	($4,575)
Total Commission Expense to Sub Producers	($204)	($597)	($26)	($1,177)	$0	($426)	($222)	($288)	$0	($545)	($26)	($455)	$0	($3,965)
Total Operating Cash Uses	**($896)**	**($2,189)**	**($656)**	**($3,378)**	**($455)**	**($2,153)**	**($792)**	**($1,917)**	**($773)**	**($2,253)**	**($619)**	**($2,084)**	**($773)**	**($18,937)**
Net Operating Cash Flow	**$90**	**$989**	**$480**	**($2,773)**	**$773**	**($552)**	**$334**	**($1,102)**	**$545**	**($1,076)**	**$217**	**($1,068)**	**($479)**	**($3,623)**
Bankruptcy Professional Costs	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*($1,462)*	*$0*	*$0*	*$0*	*($1,462)*

CASH BALANCES	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Total Post-Petition
Beginning Available Cash	$1,477	$3,067	$4,056	$4,536	$1,763	$2,535	$1,983	$2,317	$1,215	$1,760	$300	$517	$300	$1,477
Forecasted Cash Activity	$90	$989	$480	($2,773)	$773	($552)	$334	($1,102)	$545	($2,538)	$217	($1,068)	($479)	($5,086)
Operating financing need	***$1,500***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$1,078***	***$0***	***$851***	***$479***	***$3,909***
Ending Available Cash	**$3,067**	**$4,056**	**$4,536**	**$1,763**	**$2,535**	**$1,983**	**$2,317**	**$1,215**	**$1,760**	**$300**	**$517**	**$300**	**$300**	**$300**

(1) Operating Bank Accounts.

DRAFT

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 72 of 121

Schedule 6.01(e): Capitalization; Subsidiaries

All Subsidiaries are Delaware entities unless otherwise noted.

Issuer	Ownership	Authorized Shares or Units	Shares Issued and Outstanding	Certificate Number
Contego Investigative Services, Inc.	Patriot Services, LLC owns 100%	10,000	1,000	03
Contego Services Group, LLC	Patriot Services, LLC owns 97% (9,700,000) Steven Mariano (d/b/a Contego Recovery) owns 3% (300,000 units)	10,000,000	10,000,000	09
Corporate Claims Management, Inc.	Patriot Risk Services, Inc. owns 100%	1,000	1,000	01
CWIBenefits, Inc.	Patriot Risk Services, Inc. owns 100%	1,000	1,000	05
Decision UR, LLC[3]	Patriot Technology Solutions, LLC owns 98.8% (820 Units) Kevin Hamm owns 1.2% (10 units)	830	830	05
Forza Lien, LLC	Patriot Risk Services, Inc. owns 100%	1,000	1,000	02
Radar Post-Closing Holding Company, Inc. (f/k/a Global HR Research, Inc.)	Patriot Services, LLC owns 100%	1,000	1,000	01
Patriot Software India Pvt. Ltd. (f/k/a Mehta & Pazol Consulting Services Private Limited)[4]	PNIH owns 9,998 shares (99.98%) PTS owns 2 shares (.02%)	10,000	10,000	Uncertificated
Patriot Audit Services, LLC	Patriot Underwriters, Inc. owns 100%	1,000	1,000	02
Patriot Captive Management, LLC	Patriot Services, LLC owns 100%	1,000	1,000	04
Patriot Captive Management (Bahamas), Ltd.[5]	Patriot Captive Management, LLC owns 100%	5,000	5,000	Uncertificated
Patriot Captive Management (Caymans), Ltd.[6]	Patriot Captive Management, LLC owns 100%	5,000,000	5,000,000	Uncertificated
Patriot Care Management, LLC	Patriot Services, LLC owns 100%	1,000	1,000	09

[3] California limited liability company
[4] Private Limited Company formed in India
[5] Private Limited Company formed in the Bahamas
[6] Private Limited Company formed in the Cayman Islands

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 73 of 121

Issuer	Ownership	Authorized Shares or Units	Shares Issued and Outstanding	Certificate Number
Patriot Claim Services, Inc.	Patriot Services, LLC owns 100%	1,000	1,000	03
Patriot Risk Consultants, LLC	Patriot Underwriters, Inc. owns 100%	1,000	1,000	02
Patriot Risk Services, Inc.	Patriot Services, LLC owns 100%	1,000	1,000	02
Patriot Services, LLC	Patriot National, Inc. owns 100%	1,000	1,000	03
Patriot Technology Solutions, LLC ("**PTS**")	Patriot Services, LLC owns 100%	1,000	1,000	03
Patriot Underwriters, Inc.	Patriot Services, LLC owns 100%	1,000	1,000	04
PN India Holdings[7] ("**PNIH**")	Patriot Services, LLC owns 100%	1	1	Uncertificated
TriGen Hospitality Group, Inc.	Patriot Underwriters, Inc. owns 100%	1,000	1,000	02
TriGen Insurance Solutions, Inc.	Patriot Services, LLC owns 100%	1,000	1,000	02

[7] Private Limited Company formed in Mauritius

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 74 of 121

Schedule 6.0l(f): Litigation

1. CVI Investments, Inc. v. Patriot National, Inc., filed April 14, 2016 in the Southern District of New York ("SDNY"), alleging fraud in connection with PIPE transaction.

2. Hudson Bay Master Fund Ltd v. Patriot National, Inc. and Steven Mariano, filed April 13, 2016 in SDNY, alleging fraud in connection with PIPE transaction.

3. Tammy Lynn Logan v. Patriot National, Inc. et al., filed April 22, 2016 in the Eastern District of California. Plaintiff former employee alleging wrongful termination.

4. Henry Wasik, individually and on behalf of all others similarly situation v Steven M Mariano, et. al., and Patriot National, Inc., filed November 30, 2016 in Delaware Court of Chancery. Divided and buy-back action.

5. Aspen Specialty Insurance Company v. Hospitality Supportive Systems, LLC, et. al., filed February 10, 2017 in the Eastern District of Pennsylvania. Plaintiff alleges, among other theories of liability, negligence as to Trigen Insurance Solutions, Inc., Trigen Hospitality Group, Inc., and Patriot Underwriters, Inc.

6. Anthony L. Gingello v. Patrtiot National, Inc., Steven M. Mariano and Thomas Shields, filed March 14, 2017 in SDNY, alleging violation of the Securities Act.

7. Adam Kayce v. Patriot National, Inc. and Steven Mariano, filed September 20, 2017 in SDNY, alleging violation of the Securities Act.

8. Patriot National, Inc. v. Kasowitz Benson Torres LLP, filed June 30, 2017, brought against prior law firm for fraudulent billings, malpractice and other egregious misconduct that has caused millions of dollars in damages.

Schedule 6.01(i): ERISA

None.

Schedule 6.01(l): Nature of Business

Company:	Business
Contego Investigative Services, Inc.	Surveillance and investigation related to insurance claims; operational affiliate of Contego Services Group, LLC and performs services on its behalf
Contego Services Group, LLC	Subrogation of insurance claims; operational service
Corporate Claims Management, Inc.	Third-Party Administrator for claims management & adjusting
CWIBenefits, Inc.	Third-Party Administrator for health insurance plans
Decision UR, LLC	Utilization Review (UR) software and evaluation. UR involves reviewing class codes to determine whether patients are getting necessary, appropriate care
Forza Lien, LLC	Negotiation and resolutions of medical service liens for workers' compensation claims (California only)
Patriot Software India Pvt. Ltd. (f/k/a Mehta & Pazol Consulting Services Private Limited)(India)	Software development and maintenance.
Patriot Audit Services, LLC	Premium Phone and Field Audit services
Patriot Captive Management, LLC	Insurance Captive Management
Patriot Captive Management (Bahamas), Ltd.	Insurance Captive Management
Patriot Captive Management (Caymans), Ltd.	Insurance Captive Management
Patriot Care Management, LLC	Nurse Case Management services coordinating care for injured workers
Patriot Claim Services, Inc.	Shell – Holds unused third-party administrator/adjusting licenses
Patriot National, Inc.	Parent Company
Patriot Risk Consultants, LLC	Loss Prevention – consulting services designed to promote safe workplaces and reduce the likelihood of injury and/or claims; subcontracts all work through BidExperts
Patriot Risk Services, Inc.	Third-Party Administrator for claims management & adjusting
Patriot Services, LLC	Holding Company
Patriot Technology Solutions, LLC	Manages all technology product lines, provides in-house IT services
Patriot Underwriters, Inc.	Insurance Underwriting – specializing in workers compensation insurance
PN India Holdings (Mauritius)	Holding Company
Radar Post-Closing Holding	Shell Company

Company, Inc.	
TriGen Hospitality Group, Inc.	Insurance Underwriting and Brokerage – restaurant/bar/tavern industry
TriGen Insurance Solutions, Inc.	Insurance Underwriting and brokerage – specialty programs

Schedule 6.0l(q): Environmental Matters

None.

Schedule 6.0l(r): Insurance

Line of Coverage	Carrier	Policy No.	Term
Foreign Package Policy	Insurance Company of the State of Pennsylvania		09/15/17 – 09/15/18
Crime	Federal Insurance Company		09/15/17 – 09/15/18
Excess Crime	Carolina Casualty Insurance Company		09/15/17 – 09/15/18
D&O	AIG/National Union Fire Insurance Company		01/16/17 – 01/16/18
Excess D&O	RSUI Specialty Indemnity Company		01/16/17 – 01/16/18
Excess D&O	Argonaut Insurance Company		01/16/17 – 01/16/18
Excess D&O	XL Specialty Insurance Company		01/16/17 – 01/16/18
Excess D&O	Westchester Fire Insurance Company		01/16/17 – 01/16/18
Excess D&O	Illinois National Insurance Company (AIG)		01/16/17 – 01/16/18
Excess D&O	RLI Insurance Company		01/16/17 – 01/16/18
D&O	Wesco Insurance Company		01/16/18 – 01/16/19
D&O	QBE Insurance Company		01/16/18 – 01/16/19
Primary E&O	AIG Specialty Insurance Company		09/15/17 – 09/15/18
Excess E&O - 2nd Layer	Aspen Specialty Insurance		09/15/17 – 09/15/18
Excess E&O - 3rd Layer	Indian Harbor Insurance Company		09/15/17 – 09/15/18
Employment Practices Liability	AIG Specialty Insurance Company		09/15/17 – 09/15/18
Employment Practices Liability	Executive Risk Specialty Insurance Company		09/15/17 – 09/15/18
Commercial Earthquake	ICAT Lloyd's of London		09/15/17 – 09/15/18
Commercial Earthquake	Lloyd's of London		09/15/17 – 09/15/18
Investigative Policy	Crum & Forster Specialty Insurance Company		09/15/17 – 09/15/18
Business Owners; Personal Property and Business Income	Hartford Fire Insurance Company		09/15/17 – 09/15/18
Commercial Umbrella	Hartford Casualty Insurance Company		09/15/17 – 09/15/18
Workers' Compensation	Hartford Underwriters Insurance		09/15/17 – 09/15/18

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 79 of 121

Line of Coverage	Carrier	Policy No.	Term
Commercial Automobile	Trumbull Insurance Co.		09/15/17 – 09/15/18

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 80 of 121

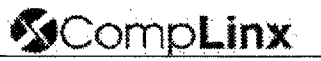
Schedule 6.01(u): Intellectual Property

Trademarks

***All trademarks owned by Patriot National, Inc.**

Country	Trademark		Application or Registration No.	Filing Date	Registration Date	Assignees
Cayman Islands	PATRIOT CAPTIVE MANAGEMENT and Logo		UK00003022803	09/19/13	01/28/14	None.
United Kingdom	PATRIOT CAPTIVE MANAGEMENT & Design		3022803	09/19/13	07/18/14	None
Bahamas	PATRIOT CAPTIVE MANAGEMENT and Logo		37697	10/01/13	Pending	None
U.S.A.	MSC		86762967	09/21/15	Allowed	None.
U.S.A.	PATRIOT		86793601	10/20/15	Allowed	None.
U.S.A.	PATRIOT AUDIT SERVICES, INC. and Design		86790263	10/16/15	Allowed	None.
U.S.A.	PATRIOT FINANCIAL		86622324	05/07/15	Allowed	None.
U.S.A.	PATRIOT HOSPITALITY		86871047	01/11/16	Allowed	None.
U.S.A.	PATRIOT NATIONAL		86793620	10/20/15	Allowed	None.
U.S.A.	PATRIOT NATIONAL HOLDINGS, INC.		86269110	05/01/14	Allowed	None.
U.S.A.	PATRIOT TECHNOLOGY SERVICES		86502808	01/14/15	Allowed	None.
U.S.A.	PATRIOT TECHNOLOGY SOLUTIONS		86715729	08/05/15	Allowed	None.
U.S.A.	PATRIOT TECHNOLOGY SOLUTIONS INC. and Design		86734831	08/24/15	Allowed	None.
U.S.A.	PAT NAT		86419055	10/09/14	Alw Lapse	None.
U.S.A.	PATRIOT CARE HOLDINGS, INC.		86370779	08/19/14	Alw Lapse	None.

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 81 of 121

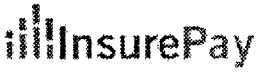
Country	Trademark		Application or Registration No.	Filing Date	Registration Date	Assignees
U.S.A.	PATRIOT CARE MANAGEMENT SERVICES. INC.		86333333	7/10/2014	Alw Lapse	None.
U.S.A.	PATRIOT CARE SERVICES, INC.		86393388	09/12/14	Alw Lapse	None.
U.S.A.	PATRIOT CARE, INC.		86370750	08/19/14	Alw Lapse	None.
U.S.A.	PATRIOT TECHNOLOGY SOLUTIONS, INC. and Design		86544276	02/24/15	Alw Lapse	None.
U.S.A.	COMPLINX and Design		86726652	08/17/15	Pending	None.
U.S.A.	MANDATORY SERVICE CORPORATION		86762979	09/21/15	Pending	None.
U.S.A.	PATRIOT NATIONAL HOSPITALITY		87139721	08/16/16	Pending	None.
U.S.A.	PATRIOT SERVICES		86267801	04/30/14	Pending	None.
U.S.A.	PN		86795572	10/22/15	Pending	None.
U.S.A.	PN INSURANCEXPERT		86795571	10/22/15	Pending	None.
U.S.A.	PNCLAIMS ALERT		86759393	09/17/15	Pending	None.
U.S.A.	BIDEXPERT		86785000	10/12/15	Published	None.
U.S.A.	C M I and Design		85965565	06/20/13	07/29/14	None.
U.S.A.	CARRIER AND TECHNOLOGY SOLUTIONS, INC.		85936669	05/20/13	04/22/14	None.
U.S.A.	CARRIER AND TECHNOLOGY SOLUTIONS, INC. and Design		85965388	06/20/13	03/25/14	None.
U.S.A.	COLUMN Design		77906345	01/06/10	03/08/11	None.

Schedule 6.01(u)

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 82 of 121

Country	Trademark		Application or Registration No.	Filing Date	Registration Date	Assignees
U.S.A.	CONTEGO		85309981	05/02/11	01/31/12	None.
U.S.A.	CONTEGO CSG & Shield Design		85325675	05/20/11	07/17/12	None.
U.S.A.	CONTEGO INVESTIGATIVE SERVICES		85874795	03/13/13	11/04/14	None.
U.S.A.	CONTEGO SERVICES GROUP and Design		86650701	06/03/15	12/15/15	None.
U.S.A.	CONTEGO SERVICES GROUP SHIELD PROTECT DEFEND CONTEGO SERVICES GROUP and Design		85815730	01/04/13	08/13/13	None.
U.S.A.	CONTEGO T&T - TRANSPORTATION & TRANSLATION SERVICES and Shield Design		85698300	08/08/12	04/16/13	None.
U.S.A.	CONTEGOLINK		86569669	03/19/15	08/2/2016	None.
U.S.A.	DECISION UR		85327684	05/23/11	01/03/12	None.
U.S.A.	FORZA LIEN		85671581	07/09/2	05/07/13	None.
U.S.A.	FORLA LIEN		85856316	02/21/13	12/1713	None.
U.S.A.	FORZA LIEN and Design		85671599	07/09/12	05/07/13	None.
U.S.A.	GLOBALHR RESEARCH	GLOBALHR RESEARCH	85693883	08/02/12	04/16/13	None.
U.S.A.	GLOBALHR RESEARCH	GlobalHR Research	85841970	02/06/13	11/1913	None.

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 83 of 121

Country	Trademark		Application or Registration No.	Filing Date	Registration Date	Assignees
U.S.A.	INSURE PAY POWERED BY PATRIOT TECHNOLOGY SOLUTIONS, INC. and Design		86688132	07/09/15	04/05/16	None.
U.S.A.	INSURELINX		77375543	01/18/08	09/02/08	None.
U.S.A.	INSURFPAY		85108921	08/17/10	04/19/11	None.
U.S.A.	INSUREPAY and Design		86688143	07/09/15	04/05/16	None.
U.S.A.	MISCELLANEOUS DESIGN – Flame Design		85644642	06/06/12	02/05/13	None.
U.S.A.	P PATRIOT RISK CONSULTANTS & Design		86767202	09/24/15	07/19/16	None.
U.S.A.	PATRIOT AUDIT SERVICES		86779511	10/06/15	06/07/16	None.
U.S.A.	PATRIOT CAPTIVE MANAGEMENT		86063857	09/13/13	09/08/15	None.
U.S.A.	PATRIOT CAPTIVE MANAGEMENT. INC. and Logo		86063960	09/13/13	09/29/15	None.
U.S.A.	PATRIOT NATIONAL INSURANCE GROUP		85548417	02/21/12	12/11/12	None.
U.S.A.	PATRIOT NATIONAL INSURANCE GROUP & Design		77906342	01/06/10	11/01/11	None.
U.S.A.	PATRIOT NATIONAL, INC.		86330953	07/08/14	06/23/15	None.

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 84 of 121

Country	Trademark		Application or Registration No.	Filing Date	Registration Date	Assignees
U.S.A.	PATRIOT NATIONAL, INC. and Design		86330978	07/08/14	06/23/15	None.
U.S.A.	PATRIOT RISK CONSULTANTS		86758089	09/16/15	07/19/16	None.
U.S.A.	PATRIOT RISK MANAGEMENT INC & Torch Design		77496795	0611/08	11/17/09	None.
U.S.A.	PATRIOT RISK SERVICES		77317733	10/31/07	05/18/10	None.
U.S.A.	PATRIOT RISK SERVICES & Stripes Design		77729449	05/05/09	10/12/10	None.
U.S.A.	PATRIOT RISK SERVICES, INC. and Design		85644438	06/06/12	06/18/13	None.
U.S.A.	PATRIOT UNDERWRITERS, INC.		77706229	04/03/09	03/30/10	None.
U.S.A.	PATRIOT UNDERWRITERS, INC. Star and Stripes Design		77729437	05/05/09	07/27/10	None.
U.S.A.	SHIELD PROTECT DEFEND		85526852	01/27/12	09/04/12	None.
U.S.A.	SWARM		85469558	11/10/11	07/24/12	None.
U.S.A.	SWARM NET		85589845	04/05/12	10/23/12	None.
U.S.A.	SWARM-LINK		85594228	04/11/12	09/25/12	None.
U.S.A.	SWARMNET & Computer Design		85598751	04/16/12	10/23/12	None.
U.S.A.	VIKARAN		85452974	10/21/11	07/09/13	None.
U.S.A.	VIKARAN BILLINGEXPERT		85452827	10/21/11	07/09/13	None.
U.S.A.	VIKARAN BOPEXPERT		85724721	09/10/12	06/03/14	None.

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 85 of 121

Country	Trademark		Application or Registration No.	Filing Date	Registration Date	Assignees
U.S.A.	VIKARAN CLAIMSEXPERT		85452883	10/21/11	07/09/13	None.
U.S.A.	VIKARAN COMMERCIAL-AUTOEXPERT		85724729	09/10/12	05/27/14	None.
U.S.A.	VIKARAN GLEXPERT		85724727	09/10/12	05/27/14	None.
U.S.A.	VIKARAN INSURANCEEXPERT		85452879	10/21/11	07/09/13	None.
U.S.A.	VIKARAN POLICYEXPERT		85452979	10/21/11	07/09/13	None.
U.S.A.	VIKARAN QUOTEEXPERT		85452875	10/21/11	07/02/13	None.
U.S.A.	VIIKARAN REINSURANCEEXPERT		85724719	09/10/12	06/03/14	None.
U.S.A.	VIKARAN WORKERSCOMPFXPERT		85452886	10/21/11	07/09/13	None.
U.S.A.	WE FIND SOLUTIONS		86397243	09/17/14	04/07/15	None.

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 86 of 121

Schedule 6.0l(v): Material Contracts

1. Claims Services Agreement, dated December 30, 2016, by and between Patriot Risk Services, Inc. ("PRS") and AIG Property Casualty Company, American Home Assurance Company, AIG Assurance Company, AIU Insurance Company, Commerce and Industry Insurance Company, Granite State Insurance Company, Illinois National Insurance Co., National Union Fire Insurance Company of Pittsburgh, PA, New Hampshire Insurance Company, and the Insurance Company of the State of Pennsylvania.

2. Master Vendor Agreement, dated January 14, 2016, by and between Patriot Technology Solutions, Inc. ("PTSI") and Accident Fund Holdings, Inc.

3. Master Vendor Agreement, dated March 8, 2016, by and between Patriot Technology Solutions, Inc. ("PTSI") and Accident Fund Holdings, Inc.

4. Statement of Work, dated March 1, 2016, by and between Patriot Technology Solutions, Inc. ("PTSI") and Accident Fund Holdings, Inc.

5. Master Purchase and Service Agreement, dated September 26, 2016, by and between Patriot Care Management, Inc. ("PCMI") and Tyson Shared Services, Inc.

6. Statement of Work #1 to Master Services Agreement, dated October 6, 2016, by and between Patriot Care Management, Inc. ("PCMI") and Tyson Shared Services, Inc.

7. Master Services Agreement, dated September 7, 2016, by and between Patriot Technology Solutions, Inc. ("PTSI") and Baldwin & Lyons, Inc.

8. Master Program Services Agreement, dated May 4, 2012, by and between InsureLinx, Inc. and Utica Mutual Insurance Company.

9. Network Access Agreement, dated August 24, 2011, by and between InsureLinx, Inc. and The Travelers Indemnity Company.

10. Amendment to the Master Application Service Provider Agreement, dated February 23, 2012, by and between InsureLinx, Inc. and The Travelers Indemnity Company.

11. Amendment to the Master Application Service Provider Agreement, dated May 13, 2013, by and between InsureLinx, Inc. and The Travelers Indemnity Company.

12. Master Application Service Provider Agreement, dated September 12, 2011, by and between InsureLinx, Inc. and The Travelers Indemnity Company.

13. License, Maintenance, and Hosting Agreement, dated March 8, 2017, by and between Patriot Technology Solutions, LLC and South Carolina State Accident Fund.

14. Claims Services Agreement, dated October 19, 2016, by and between Patriot Risk Services, Inc. ("PRS") and Ashmere Insurance Company (f/k/a American Fuji Fire and Marine Insurance

Company) ("Ashmere").

15. Managed Care Services Agreement, dated October 19, 2016, by and between Patriot Care Management, Inc. ("PCMI") and Ashmere.

16. Claims Services Agreement, dated October 19, 2016, by and between Patriot Underwriters, Inc. ("PUI") and Ashmere.

17. Program Administrator Agreement, dated October 19, 2016, by and between Patriot Underwriters, Inc. ("PUI") and Ashmere.

18. Claims Administration Agreement, dated January 1, 2017, by and between Patriot Risk Services, Inc. ("PRS") and QBE Americas, Inc.

19. Claims Service Agreement, dated January 1, 2015, by and between Patriot Risk Services, Inc. ("PRS") and AIG Property Casualty Company, American Home Assurance Company, AIG Assurance Company, AIU Insurance Company, Commerce and Industry Insurance Company, Granite State Insurance Company, Illinois National Insurance Co., National Union Fire Insurance Company of Pittsburgh, PA, New Hampshire Insurance Company, and the Insurance Company of the State of Pennsylvania.

20. Agency Agreement, dated August 1, 2016, by and between Patriot Underwriters, Inc. ("PUI") and Employers Compensation Insurance Company.

21. Service Agreement, dated October 14, 2013, by and between Patriot Risk Services, Inc. ("PRS") and ACS Claim Service, Inc.

22. Claim Service Agreement, dated September 5, 2012, by and between Patriot Risk Services, Inc. ("PRS") and Intermountain Claims, Inc.

23. Professional Services Agreement, dated March 25, 2013, by and between Patriot Risk Services, Inc. and Northern Adjusters, Inc.

24. Agreement for Medical Management and Cost Containment Services, dated March 1, 2014, by and between American Health Holding, Inc. and CWI Benefits, Inc. ("CWI").

25. Administrative Services Agreement, dated January 1, 2012, by and between Connecticut General Life Insurance Company and CWI Benefits, Inc. ("CWI").

26. Premium Administration Agreement, dated November 6, 2014, by and between the Lincoln National Life Insurance Company and CWI Benefits, Inc. ("CWI").

27. Client Services Master Agreement, dated August 7, 2013, by and between Red-Card Systems, LLC and CWI Benefits, Inc. ("CWI").

28. Amended and Restated Administrative Services Agreement, dated November 16, 2015, by and between American Public Life Insurance Company and CWI Benefits, Inc. ("CWI")

Schedule 6.0l(x): Material Customers

None.

Schedule 7.02(a): Existing Liens

Debtor	Secured Party	Jurisdiction	Date filed	Notes/Collateral Description
Patriot National, Inc.	Cisco Systems Capital Corporation	Delaware (Department of State)	March 05, 2015	Specific equipment lien securing certain routers, router components, other computer networking and telecommunications equipment and other equipment, manufactured by Cisco Systems, Inc.
Patriot National, Inc.	EverBank Commercial Finance, Inc. (through assignment dated July 21, 2016)	Delaware (Department of State)	April 27, 2015	Specific equipment lien securing certain personal computers, laptops, peripherals, and software leased pursuant to that certain Master Lease dated March 18, 2015 between Presidio Technology Capital, LLC and Debtor/Lessee.
Patriot National, Inc.	Presidio Technology Capital, LLC	Delaware (Department of State)	April 27, 2015	Specific equipment lien securing certain computer hardware and software leased pursuant to that certain Master Lease dated March 18, 2015 between Lessor and Debtor/Lessee.
Patriot National, Inc.	Presidio Technology Capital, LLC	Delaware (Department of State)	May 12, 2015	Specific equipment lien securing certain computer hardware and software leased pursuant to that certain Master Lease dated March 18, 2015 between Lessor and Debtor/Lessee.

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 90 of 121

Patriot National, Inc.	Cisco Systems Capital Corporation	Delaware (Department of State)	June 15, 2015	Specific equipment lien securing certain routers, router components, other computer networking and telecommunications equipment and other equipment, manufactured by Cisco Systems, Inc.
Patriot National, Inc.	De Lage Landen Financial Services, Inc.	Delaware (Department of State)	August 13, 2015	Specific equipment lien securing certain computer components, including hard drives and software.
Patriot National, Inc.	Cisco Systems Capital Corporation	Delaware (Department of State)	October 9, 2015	Specific equipment lien securing certain routers, router components, other computer networking and telecommunications equipment and other equipment, manufactured by Cisco Systems, Inc.
Patriot National, Inc.	Cisco Systems Capital Corporation	Delaware (Department of State)	February 8, 2016	Specific equipment lien securing certain routers, router components, other computer networking and telecommunications equipment and other equipment, manufactured by Cisco Systems, Inc.
Patriot National, Inc.	Presidio Technology Capital, LLC	Delaware (Department of State)	February 17, 2016	Specific equipment lien securing certain computer hardware and software leased pursuant to that certain Master Lease dated March 18, 2015 between Lessor and Debtor/Lessee.
Patriot National, Inc.	City National Bank of Florida	Delaware (Department of State)	January 17, 2017	Specific equipment lien securing certain office furniture and equipment, including chairs, cabinets and tables.

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 91 of 121

Patriot Technology Solutions, Inc., as additional guarantor	Var Resources, Inc.	Delaware (Department of State)	December 19, 2013	Specific equipment lien securing certain office supplies.
Patriot Technology Solutions, Inc.	State of Florida, Department of Revenue	Florida (Department of State)	August 31, 2017	Judgment lien in the amount of $1,559.06
Patriot Underwriters, Inc.	Fifth Third Bank	Delaware (Department of State)	December 17, 2013	Specific equipment lien securing equipment including a new computer software system, Vikaran WorkersCompExpert and other related computer equipment and modules.

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 92 of 121

Schedule 7.02(e): Existing Investments

None.

Schedule 7.02(j): Transactions with Affiliates

1. Claims Service Agreement, dated October 19, 2016, by and between Ashmere Insurance Company (f/k/a American Fuji Fire and Marine Insurance Company) and Patriot Risk Services, Inc.

2. Managed Care Services Agreement, dated October 19, 2016, by and between Ashmere Insurance Company (f/k/a American Fuji Fire and Marine Insurance Company) and Patriot Care Management, Inc.

3. Program Administrator Agreement, dated October 19, 2016, by and between Ashmere Insurance Company (f/k/a American Fuji Fire and Marine Insurance Company) and Patriot Underwriters, Inc.

Schedule 7.02(k): Limitations on Dividends and Other Payment Restrictions

1. Pre-Petition Financing Agreement.

Schedule 8.01: Cash Management Accounts

Company	Cash Management Bank	Account No.	Account Type	Account Name
Patriot National, Inc.	Fifth Third		Cash & Cash Equivalents	PN Operating Account
Contego Services Group, LLC	Fifth Third		Cash & Cash Equivalents	CSG Operating Account
Patriot Underwriters, Inc.	Fifth Third		Cash & Cash Equivalents	PUI Operating Account
Patriot Underwriters, Inc.	Fifth Third		Cash & Cash Equivalents	Expense Account
Forza Lien, Inc.	Fifth Third		Cash & Cash Equivalents	Forza Operating Account
Patriot Risk Services, Inc.	Fifth Third		Cash & Cash Equivalents	PRS Operating Account
TriGen Insurance Solutions, Inc.	Fifth Third		Cash & Cash Equivalents	TriGen (Boca) Operating Account
TriGen Insurance Solutions, Inc.	Fifth Third		Cash & Cash Equivalents	TriGen (Atl) Operating Account
TriGen Insurance Solutions, Inc.	Fifth Third		Cash & Cash Equivalents	TriGen (Atl) Commission Account
Vikaran Technology Solutions, Inc.	Fifth Third		Cash & Cash Equivalents	Vikaran Operating Account
Corporate Claims Management, Inc.	Fifth Third		Cash & Cash Equivalents	CCMI Operating Account
TriGen Insurance Solutions, Inc.	Fifth Third		Cash & Cash Equivalents	TriGen (BWI) Operating Account
TriGen Insurance Solutions, Inc.	Fifth Third		Cash & Cash Equivalents	TriGen (BWI) Commission Account
Patriot Care Management, Inc.	Fifth Third		Cash & Cash Equivalents	PCM Deposit Account
Decision UR, LLC	Fifth Third		Cash & Cash Equivalents	DUR Operating Account
InsureLinx, Inc.	Fifth Third		Cash & Cash Equivalents	InsureLinx Operating Account
Patriot Underwriters, Inc.	Fifth Third		Cash & Cash Equivalents	PUI (Mid-Atl) 7Operating Account
Global HR Research, Inc.	Fifth Third		Cash & Cash Equivalents	GHRR Operating Account
CWIBenefits, Inc.	Fifth Third		Cash & Cash Equivalents	CWIB Operating Account
Patriot Underwriters, Inc.	Fifth Third		Cash & Cash Equivalents	PUI (HSS) Operating Account
Patriot Risk Consultants, Inc.	Fifth Third		Cash & Cash Equivalents	Patriot Risk Consultants Operating Account
Patriot Audit Services, Inc.	Fifth Third		Cash & Cash Equivalents	Patriot Audit Services Operating Account

Company	Cash Management Bank	Account No.	Account Type	Account Name
Patriot Underwriters, Inc.	Fifth Third		Cash & Cash Equivalents	PUI (Phoenix) Operating Account
Patriot Underwriters, Inc.	Fifth Third		Cash & Cash Equivalents	PUI (RCA) Operating Account
Patriot Underwriters, Inc.	Fifth Third		Cash & Cash Equivalents	PUI (Mid-Atl) Commissions Account
Patriot National, Inc.	UBS		Securities Account	Securities Account
Patriot Audit Services, Inc.	Fifth Third		Cash & Cash Equivalents	Patriot Audit Services Operating Account
Patriot Underwriters, Inc.	Fifth Third		Cash & Cash Equivalents	PUI (Phoenix) Operating Account
Patriot Underwriters, Inc.	Fifth Third		Cash & Cash Equivalents	PUI (RCA) Operating Account
Patriot Underwriters, Inc.	Fifth Third		Cash & Cash Equivalents	PUI (Mid-Atl) Commissions Account

EXHIBIT A

FORM OF JOINDER AGREEMENT

THIS JOINDER AGREEMENT, dated as of _____ (this "Agreement"), to the Financing Agreement referred to below is entered into by and among Patriot National, Inc., a Delaware corporation ("Patriot"), each subsidiary of Patriot listed as a "Borrower" on the signature pages thereto (together with Patriot and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each subsidiary of Patriot listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guarantees all or any portion of the Obligations (as defined therein), each a "Guarantor" and collectively, the "Guarantors"), [NAME OF ADDITIONAL BORROWER OR GUARANTOR], a _____ _____ (the "Additional [Borrower][Guarantor]"), the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), Cererbus Business Finance, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

WHEREAS, the Borrowers [(other than the Additional Borrower)], the Guarantors [(other than the Additional Guarantor)], the Lenders and the Agents have entered into that certain Senior Secured Super-Priority Debtor-in-Possession Financing Agreement, dated as of February [1], 2018 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), pursuant to which the Lenders have agreed to make certain loans (each a "Loan" and collectively the "Loans"), to the Borrowers in an aggregate principal amount not the exceed the Total Commitment;

WHEREAS, the Borrowers' obligation to repay the Loans and all other Obligations are guaranteed, jointly and severally, by the Guarantors;

WHEREAS, pursuant to Section 7.01(b) of the Financing Agreement, the Additional [Borrower][Guarantor] is required to become a [Borrower][Guarantor] by, among other things, executing and delivering this Agreement to the Collateral Agent; and

WHEREAS, the Additional [Borrower][Guarantor] has determined that the execution, delivery and performance of this Agreement directly benefit, and are within the corporate purposes and in the best interests of, the Additional [Borrower][Guarantor].

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Reference is hereby made to the Financing Agreement for a statement of the terms thereof. All terms used in this Agreement which are defined therein and not otherwise defined herein shall have the same meanings herein as set forth therein.

SECTION 2. Joinder of Additional [Borrower][Guarantor].

(a) Pursuant to Section 7.01(b) of the Financing Agreement, by its execution of this Agreement, the Additional [Borrower][Guarantor] hereby (i) confirms that, as to the Additional [Borrower][Guarantor], the representations and warranties contained in Article VI of the Financing Agreement are true and correct in all material respects on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such earlier date), and (ii) agrees that, from and after the effective date of this Agreement, the Additional [Borrower][Guarantor] shall be a party to the Financing Agreement and shall be bound, as a [Borrower][Guarantor], by all the provisions thereof and shall comply with and be subject to all of the terms, conditions, covenants, agreements and obligations set forth therein and applicable to the [Borrowers][Guarantors], [including, without limitation, the guaranty of the Obligations made by the Guarantors, jointly and severally with the other Loan Parties, in favor of the Agents and the Lenders pursuant to Article XI of the Financing Agreement]. The Additional [Borrower][Guarantor] hereby agrees that from and after the effective date of this Agreement, each reference to a ["Borrower"]["Guarantor"] or a "Loan Party" and each reference to the ["Borrowers"]["Guarantors"] or the "Loan Parties" in the Financing Agreement shall include the Additional [Borrower][Guarantor]. The Additional [Borrower][Guarantor] acknowledges that it has received a copy of the Financing Agreement and each other Loan Document and that it has read and understands the terms thereof.

(b) Attached hereto are supplements to each Schedule to the Financing Agreement revised to include all information required to be provided therein with respect to, and only with respect to, the Additional [Borrower][Guarantor]. The Schedules to the Financing Agreement shall, without further action, be amended to include the information contained in each such supplement.

SECTION 3. Effectiveness. This Agreement shall become effective upon its execution by the Additional [Borrower][Guarantor], each Borrower, each Guarantor and each Agent and receipt by the Agents of the following, in each case in form and substance reasonably satisfactory to the Agents:

(a) original counterparts to this Agreement, duly executed by each Borrower, each Guarantor, the Additional [Borrower][Guarantor] and the Agents, together with the Schedules referred to in Section 2(b) hereof;

(b) if required by the Collateral Agent, a pledge agreement in form and substance satisfactory to the Collateral Agent, to which the parent company of the Additional [Borrower][Guarantor] is a party, duly executed by such parent company and providing for all

Equity Interests of the Additional [Borrower][Guarantor] to be pledged to the Collateral Agent pursuant to the terms thereof;

(c) (i) certificates, if any, representing 100% of the issued and outstanding Equity Interests of the Additional [Borrower][Guarantor] and each Subsidiary of the Additional [Borrower][Guarantor] and (ii) all original promissory notes of such Additional [Borrower][Guarantor], if any, in each case, that are required to be pledged and delivered under the Loan Documents, in each case, accompanied by undated stock powers or other instruments of assignment and transfer executed in blank in such form as the Collateral Agent may reasonably request;

(d) to the extent required under the Financing Agreement, a Mortgage (the "Additional Mortgage"), duly executed by the Additional [Borrower][Guarantor], with respect to the real property owned or leased, as applicable, by the Additional [Borrower][Guarantor];

(e) (i) appropriate financing statements on Form UCC-1 duly filed in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by the Financing Agreement and any Additional Mortgage and (ii) evidence reasonably satisfactory to the Collateral Agent of the filing of such UCC-1 financing statements; and

(f) such other agreements, instruments, approvals or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority (subject to Permitted Liens) of or otherwise protect any Lien purported to be covered by the Financing Agreement or any Additional Mortgage or otherwise to effect the intent that the Additional [Borrower][Guarantor] shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that the property and assets of such Subsidiary shall become Collateral for the Obligations free and clear of all Liens other than Permitted Liens.

SECTION 4. Notices, Etc. All notices and other communications provided for hereunder shall comply with Section 12.01 of the Financing Agreement.

SECTION 5. General Provisions. (a) Each Borrower, each Guarantor and the Additional [Borrower][Guarantor] hereby confirms that each representation and warranty made by it under the Loan Documents is true and correct in all material respects on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such earlier date), and that no Default or Event of Default has occurred or is continuing under the Financing Agreement. Each Borrower and each Guarantor and the Additional [Borrower][Guarantor] hereby represents and warrants that as of the date hereof there are no claims or offsets against or defenses or counterclaims to their respective obligations under the Financing Agreement or any other Loan Document.

(b) Except as supplemented hereby, the Financing Agreement and each other Loan Document shall continue to be, and shall remain, in full force and effect. This Agreement shall not be deemed (i) to be a waiver of, or consent to, or a modification or amendment of, any

other term or condition of the Financing Agreement or any other Loan Document or (ii) to prejudice any right or rights which the Agents or the Lenders may now have or may have in the future under or in connection with the Financing Agreement or the other Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement instrument or agreement therefor.

(c) The Additional [Borrower][Guarantor] hereby expressly (i) authorizes the Collateral Agent to file appropriate financing statements or continuation statements, and amendments thereto, (including without limitation, any such financing statements that indicate the Collateral as "all assets" or words of similar import) in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the Liens to be created by the Financing Agreement and each of the other Loan Documents and (ii) ratifies such authorization to the extent that the Collateral Agent has filed any such financing or continuation statements or amendments thereto prior to the date hereof. A photocopy or other reproduction of the Financing Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) Each Borrower agrees to pay on demand all costs and expenses incurred by or on behalf of each Agent in connection with the negotiation, preparation, execution, delivery and performance of this Agreement, including, without limitation, the reasonable fees, costs, client charges and expenses of counsel for each Agent.

(e) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopier or electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(f) Section headings in this Agreement are included herein for the convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(g) In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.09, 12.10 and 12.11 of the Financing Agreement, *mutatis mutandi*.

(h) This Agreement, together with the Financing Agreement and the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and thereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

PATRIOT NATIONAL, INC.

By: _____
Name: Gex Richardson
Title: Secretary

GUARANTORS:

PATRIOT SERVICES, LLC

By: Patriot National, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

CONTEGO INVESTIGATIVE SERVICES, INC.

By: _____
Name: Beth A. Crews
Title: Secretary

CORPORATE CLAIMS MANAGEMENT, INC.

By: _____
Name: Beth A. Crews
Title: Secretary

CWI BENEFITS, INC.

By: _____
Name: Beth A. Crews
Title: Secretary

FORZA LIEN, LLC

By: Patriot Risk Services, Inc., its Manager

By: _____
Name: Beth A. Crews
Title: Secretary

RADAR POST-CLOSING HOLDING COMPANY, INC. (f/k/a GLOBAL HR RESEARCH, INC.)

By: _____
Name: Gex Richardson
Title: Secretary

PATRIOT AUDIT SERVICES, LLC

By: Patriot Underwriters, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

PATRIOT CAPTIVE MANAGEMENT, LLC

By: Patriot Services, LLC, its Manager

By: Patriot National, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

PATRIOT CARE MANAGEMENT, LLC

By: Patriot Services, LLC, its Manager

By: Patriot National, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

PATRIOT CLAIM SERVICES, INC.

By: _____
Name: Beth A. Crews
Title: Secretary

PATRIOT RISK CONSULTANTS, LLC

By: Patriot Underwriters, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

PATRIOT RISK SERVICES, INC.

By: _____
Name: Beth A. Crews
Title: Secretary

PATRIOT TECHNOLOGY SOLUTIONS, LLC

By: Patriot Services, LLC, its Manager

By: Patriot National, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

PATRIOT UNDERWRITERS, INC.

By: _____

Name: Gex Richardson
Title: Secretary

TRIGEN INSURANCE SOLUTIONS, INC.

By: _____
Name: Gex Richardson
Title: Secretary

TRIGEN HOSPITALITY GROUP, INC.

By: _____
Name: Gex Richardson
Title: Secretary

CONTEGO SERVICES GROUP, LLC

By: Patriot Services, LLC, its Manager

By: Patriot National, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

DECISION UR, LLC

By: Patriot Technology Solutions, its Manager

By: Patriot Services, LLC, its Manager

By: Patriot National, Inc., its Manager

By: _____
Name: Gex Richardson
Title: Secretary

COLLATERAL AGENT:

CERBERUS BUSINESS FINANCE, LLC

By: _____
Name: _____
Title: _____

ADDITIONAL [BORROWER][GUARANTOR]:

[_____]

By: _____
Name:
Title:

Address:
_____
_____
_____

EXHIBIT B

FORM OF ASSIGNMENT AND ACCEPTANCE AGREEMENT

This **ASSIGNMENT AND ACCEPTANCE AGREEMENT** (this "Assignment Agreement") is entered into as of _____ __, 20__ between _____ ("Assignor") and _____ ("Assignee"). Reference is made to the agreement described in Item 2 of Annex I annexed hereto (as amended, restated, modified or otherwise supplemented from time to time, the "Financing Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Financing Agreement.

1. In accordance with the terms and conditions of Section 12.07 of the Financing Agreement, the Assignor hereby irrevocably sells, transfers, conveys and assigns without recourse, representation or warranty (except as expressly set forth herein) to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents with respect to the Obligations owing to the Assignor, and the Assignor's portion of the Commitments and the Loans as specified on Annex I.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim, and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) confirms that it has received copies of the Financing Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, the Assignor, or any other Lender, based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (c) confirms that it is eligible as an assignee under the terms of the Financing Agreement; (d) appoints and authorizes each of the Administrative Agent and the Collateral Agent to take such action as the Administrative Agent or the Collateral Agent (as the case may be) on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent or the Collateral Agent (as the case may be) by the terms thereof, together with such powers as are reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender; and (f) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under

the Financing Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty.

4. Following the execution of this Assignment Agreement by the Assignor and the Assignee, it will be delivered by the Assignor to the Collateral Agent (and the Administrative Agent, if applicable) for recording by the Collateral Agent. The effective date of this Assignment Agreement (the "Settlement Date") shall be the latest of (a) the date of the execution hereof by the Assignor and the Assignee, (b) the date this Assignment Agreement has been accepted by the Collateral Agent (and the Administrative Agent, if applicable) and recorded in the Register by the Administrative Agent, (c) the date of receipt by the Collateral Agent of a processing and recordation fee in the amount of $5,000[1], (d) the settlement date specified on Annex I, and (e) the receipt by Assignor of the Purchase Price specified in Annex I.

5. As of the Settlement Date (a) the Assignee shall be a party to the Financing Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Financing Agreement and the other Loan Documents.

6. Upon recording by the Administrative Agent, from and after the Settlement Date, the Administrative Agent shall make all payments under the Financing Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees (if applicable) with respect thereto) to the Assignee. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Financing Agreement and the other Loan Documents for periods prior to the Settlement Date directly between themselves on the Settlement Date.

7. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS GOVERNED BY THE BANKRUPTCY CODE.

8. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS ASSIGNMENT AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE THE BANKRUPTCY COURT AND NOT BEFORE A JURY.

9. This Assignment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page left intentionally blank.]

[1] The payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

[ASSIGNOR]

By:_____
Name:
Title:
Date:

[ASSIGNEE]

By:_____
Name:
Title:
Date:

ACCEPTED AND CONSENTED TO this ___ day of _____, 20__

CERBERUS BUSINESS FINANCE, LLC,
as Collateral Agent

By:_____
Name:
Title:

ANNEX FOR ASSIGNMENT AND ACCEPTANCE

ANNEX I

1. Administrative Borrower: Patriot National, Inc., a Delaware corporation.

2. Name and Date of Financing Agreement:

Senior Secured Super-Priority Debtor-in-Possession Financing Agreement, dated as of February [1], 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), by and among the Administrative Borrower, each subsidiary of the Administrative Borrower listed as a "Borrower" on the signature pages thereto (together with the Administrative Borrower and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each subsidiary of the Administrative Borrower listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guarantees all or any portion of the Obligations (as thereinafter defined), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents").

3. Date of Assignment Agreement: _____

4. Amount of Commitment Assigned: $_____

5. Amount of Loan Assigned: $_____

6. Purchase Price: $_____

7. Settlement Date: _____

8. Notice and Payment Instructions, etc.

Assignee:	Assignor:
_____	_____
_____	_____
_____	_____
Attn: _____	Attn: _____
Fax No.: _____	Fax No.: _____
Bank Name:	Bank Name:
ABA Number:	ABA Number:
Account Name:	Account Name:
Account Number:	Account Number:
Sub-Account Name:	Sub-Account Name:
Sub-Account Number:	Sub-Account Number:
Reference:	Reference:
Attn:	Attn:

EXHIBIT C

FORM OF NOTICE OF BORROWING

[LETTERHEAD OF THE ADMINISTRATIVE BORROWER]

_____ __, 201_

Cerberus Business Finance, LLC
as Administrative Agent for the Lenders
party to the Financing Agreement referred to below
875 Third Avenue
New York, New York 10171
Attention: Joseph Naccarato
Telephone: 212.891.2121
Telecopier: 212.891.1541

Ladies and Gentlemen:

The undersigned, Patriot National, Inc., a Delaware corporation (the "Administrative Borrower"), (i) refers to the Senior Secured Super-Priority Debtor-in-Possession Financing Agreement, dated as of February [1], 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), by and among the Administrative Borrower, each subsidiary of the Administrative Borrower listed as a "Borrower" on the signature pages thereto (together with the Administrative Borrower and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each subsidiary of the Administrative Borrower listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guarantees all or any portion of the Obligations (as defined therein), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cerberus Business Finance, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with any successors and assigns, the "Collateral Agent") and Cerberus, as administrative agent for the Lenders (in such capacity, together with any successors and assigns, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents") and (ii) hereby gives you notice pursuant to Section 2.02 of the Financing Agreement that the undersigned hereby requests a Loan under the Financing Agreement (the "Proposed Loan"), and in connection therewith sets forth below the information relating to such Proposed Loan as required by Section 2.02 of the Financing Agreement. All capitalized terms used but not defined herein have the same meanings herein as set forth in the Financing Agreement.

a. The borrowing date of the Proposed Loan is _____.[1]

b. The aggregate principal amount of the Proposed Loan is $_____.[2]

c. The Proposed Loan shall be a [Reference Rate Loan][LIBOR Rate Loan with an Interest Period of [1][2][3] month(s)].[3]

d. The proceeds of the Proposed Loan are to be disbursed to the undersigned pursuant to the instructions set forth on Exhibit A attached hereto.

The undersigned certifies as of the date of this notice and as of the date the Proposed Loan is made that (i) the representations and warranties contained in the Article VI of the Financing Agreement and in each other Loan Document, certificate or other writing delivered to any Agent or any Lender pursuant thereto on or prior to the date of the Proposed Loan are true and correct in all material respects on and as of such date as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects on and as of such earlier date), (ii) no Default or Event of Default shall have occurred and be continuing on the date of the Proposed Loan or would result from the Financing Agreement or any other Loan Documents becoming effective in accordance with its or their respective terms or the making of the Proposed Loan and (iii) the Proposed Loan is in an amount contemplated by the Budget (including any additional amounts required as a result of a variance from the Budget that does not constitute a Material Adverse Deviation).

[SIGNATURE PAGES FOLLOW]

[1] This date must be a Business Day.

[2] Each Loan shall be made in a minimum principal amount of $100,000 and an integral multiple of $100,000 in excess thereof.

[3] Borrowers shall not have more than 5 LIBOR Rate Loans in effect at any given time.

Very truly yours,

PATRIOT NATIONAL, INC.
as Administrative Borrower

By: _____
Name:
Title:

EXHIBIT A

WIRING INSTRUCTIONS

Payee	Wiring Instructions
_____	**Bank:** **[City/State]** **ABA #** **Account #** **Ref:**

EXHIBIT D

FORM OF LIBOR NOTICE

[LETTERHEAD OF ADMINISTRATIVE BORROWER]

_____ __, 201_

Cerberus Business Finance, LLC
as Administrative Agent for the Lenders
party to the Financing Agreement referred to below
875 Third Avenue
New York, NY 10022
Attention: Joseph Naccarato
Telephone: 212.891.2121
Telecopier: 212.891.1541

Ladies and Gentlemen:

Reference is made to the Senior Secured Super-Priority Debtor-in-Possession Financing Agreement, dated as of February [1], 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Financing Agreement"), by and among Patriot National, Inc., a Delaware corporation (the "Administrative Borrower"), each subsidiary of the Administrative Borrower listed as a "Borrower" on the signature pages thereto (together with the Administrative Borrower and each other Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each subsidiary of the Administrative Borrower listed as a "Guarantor" on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guarantees all or any portion of the Obligations (as defined therein), each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders"), Cerberus Business Finance, LLC, a Delaware limited liability company ("Cerberus"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), and Cerberus, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and, collectively, the "Agents"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Financing Agreement.

This LIBOR Notice represents the Administrative Borrower's request to [convert into] [continue as] [LIBOR Rate Loans] [Reference Rate Loans] $[_____][1] of the

[1] Each LIBOR Rate Loan shall be made in a minimum principal amount of $100,000 and shall be in integral multiples of $100,000 in excess thereof. Borrowers shall not have more than 5 LIBOR Rate Loans in effect at any time.

outstanding principal amount of the Loan (the "Requested LIBOR Rate Loan")[, and is a written confirmation of the telephonic notice of such election previously given to the Administrative Agent].

[Such Requested LIBOR Rate Loan will have an Interest Period of [1] [2] [3] month(s), commencing on _____.]

This LIBOR Notice further confirms the Administrative Borrower's acceptance, for purposes of determining the rate of interest based on the LIBOR Rate under the Financing Agreement, of the LIBOR Rate as determined pursuant to the Financing Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The undersigned certifies that no Default or Event of Default has occurred and is continuing or would result from the [conversion] [continuation] of the Requested LIBOR Rate Loan.

PATRIOT NATIONAL, INC., as Administrative Borrower

By: _____
Name:
Title:

EXHIBIT E

See Docket

Exhibit B

Approved Budget

13 - Week Forecast of Patriot National, Inc.
January 30, 2018

1000
of $USD

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	
	5-Feb-18	12-Feb-18	19-Feb-18	26-Feb-18	5-Mar-18	12-Mar-18	19-Mar-18	26-Mar-18	2-Apr-18	9-Apr-18	16-Apr-18	23-Apr-18	30-Apr-18	TOTAL
	9-Feb-18	16-Feb-18	23-Feb-18	2-Mar-18	9-Mar-18	16-Mar-18	23-Mar-18	30-Mar-18	6-Apr-18	13-Apr-18	20-Apr-18	27-Apr-18	4-May-18	
CASH FLOW SUMMARY[1]														
Fee Related Collections	$987	$534	$490	$373	$1,228	$407	$381	$580	$1,318	$334	$391	$475	$293	$7,790
Commission Related Collections	$0	$844	$646	$232	$0	$844	$745	$235	$0	$844	$445	$540	$0	$5,374
Other	$0	$1,800	$0	$0	$0	$350	$0	$0	$0	$0	$0	$0	$0	$2,150
Total Cash Sources	***$987***	***$3,177***	***$1,136***	***$605***	***$1,228***	***$1,600***	***$1,126***	***$815***	***$1,318***	***$1,177***	***$836***	***$1,016***	***$293***	***$15,314***
Total Payroll Related Expenses	($150)	($1,162)	($90)	($1,217)	($150)	($1,162)	($90)	($1,162)	($150)	($1,217)	($90)	($1,162)	($150)	($7,953)
Healthcare Costs	($50)	($212)	($125)	($212)	($50)	($212)	$0	($162)	$0	($162)	$0	($162)	$0	($1,344)
Rent	($298)	$0	$0	($268)	$0	$0	$0	$0	($268)	$0	$0	$0	($268)	($1,100)
Operating Expenses	($195)	($218)	($415)	($505)	($255)	($353)	($480)	($305)	($355)	($330)	($503)	($305)	($355)	($4,575)
Total Commission Expense to Sub Producers	($204)	($597)	($26)	($1,177)	$0	($426)	($222)	($288)	$0	($545)	($26)	($455)	$0	($3,965)
Total Operating Cash Uses	**($896)**	**($2,189)**	**($656)**	**($3,378)**	**($455)**	**($2,153)**	**($792)**	**($1,917)**	**($773)**	**($2,253)**	**($619)**	**($2,084)**	**($773)**	**($18,937)**
Net Operating Cash Flow	**$90**	**$989**	**$480**	**($2,773)**	**$773**	**($552)**	**$334**	**($1,102)**	**$545**	**($1,076)**	**$217**	**($1,068)**	**($479)**	**($3,623)**
Bankruptcy Professional Costs	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*($1,462)*	*$0*	*$0*	*$0*	*($1,462)*

CASH BALANCES	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Total Post-Petition
Beginning Available Cash	$1,477	$3,067	$4,056	$4,536	$1,763	$2,535	$1,983	$2,317	$1,215	$1,760	$300	$517	$300	$1,477
Forecasted Cash Activity	$90	$989	$480	($2,773)	$773	($552)	$334	($1,102)	$545	($2,538)	$217	($1,068)	($479)	($5,086)
Operating financing need	*$1,500*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$1,078*	*$0*	*$851*	*$479*	*$3,909*
Ending Available Cash	**$3,067**	**$4,056**	**$4,536**	**$1,763**	**$2,535**	**$1,983**	**$2,317**	**$1,215**	**$1,760**	**$300**	**$517**	**$300**	**$300**	**$300**

(1) Operating Bank Accounts.

DRAFT

Case 18-10189 Doc 18-2 Filed 01/31/18 Page 121 of 121