

[REDACTED]  
Berenson  
& company

[REDACTED] & COMPANY  
667 MADISON AVENUE  
NEW YORK, NEW YORK 10065  
T. 212 935 7676 F. 212 935 1499

As of December 28, 2018

[REDACTED] Holdings, LLC  
[REDACTED]  
[REDACTED], MD 21286  
Attention: Harris Thompson

Dear Mr. Thompson:

This letter confirms the understanding and agreement (this "**Agreement**") between Berenson & Company, LLC ("**Berenson**") and [REDACTED] Holdings, LLC ("**Holdings**") and together with its direct and indirect subsidiaries, the "**Company**") regarding the retention of Berenson by the Company, effective as of December 28, 2018 (the "**Effective Date**") as its investment banker for the purposes set forth herein. This Agreement supersedes in its entirety the letter agreement December 28, 2018 between Berenson and Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Company.

Under this Agreement, Berenson will provide investment banking services to the Company, in connection with a possible financing, amendment and/or restructuring of certain liabilities of the Company, and will advise the Company in analyzing, structuring, negotiating and effecting a Restructuring and/or Capital Raise (each as defined below) pursuant to the terms and conditions of this Agreement. As used in this Agreement, (i) the term "**Restructuring**" shall mean, collectively, (a) any restructuring, reorganization (whether or not pursuant to chapter 11 of the United States Bankruptcy Code ("**Chapter 11**"), but not including pursuant to a chapter 7 liquidation), and/or recapitalization of the Company affecting a material portion of its existing debt obligations or other claims against the Company, including, without limitation, senior debt, junior debt, trade claims, general unsecured claims, and preferred stock (collectively, the "**Obligations**"), (b) a sale or other acquisition or disposition of all or substantially all of the assets and/or equity of the Company, to the extent such sale, acquisition or disposition is consummated pursuant to or in connection with a Chapter 11 proceeding or otherwise in the context of a Restructuring, and/or (c) any material amendment, extension of an amortization payment or maturity or waiver of the Company's obligations under (1) that certain Credit Agreement dated as of October 12, 2017, among PT Network, LLC ("**Pivot**"), as Borrower, Freeport Financial Partners LLC, as agent, and the other parties from time to time parties thereto (as amended, supplemented, or otherwise modified) or (2) that certain Credit Agreement dated as of October 12, 2017, among Pivot, as Borrower, Pennantpark Loan Agency Servicing, LLC, as agent, and the other parties from time to time parties thereto (as amended, supplemented or otherwise modified), and entered into after the Effective Date (an "**Amendment**"); and (ii) the term "**Capital Raise**" means, whether effected directly or indirectly or in one transaction or a series of transactions, a financing arranged by Berenson.

The investment banking services to be rendered by Berenson will, if appropriate and at the request of the Company, include the following:

- (a) advise the Company on planning and structuring a potential Restructuring and/or Capital Raise;
- (b) assist in the diligence and evaluation of the Company's businesses and prospects;
- (c) assist in the development of the Company's long-term business plan and related financial projections;
- (d) analyze the Company's financial liquidity and evaluate alternatives to improve such liquidity;
- (e) analyze various restructuring scenarios and the potential impact of these scenarios on the recoveries of those stakeholders impacted by the Restructuring;