

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

OMB APPROVAL	
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SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 37)\*

**Patrick Industries, Inc.**

(Name of Issuer)

**Common Stock**

(Title of Class of Securities)

**703343103**

(CUSIP Number)

**Jeffrey L. Gendell**  
**1 Sound Shore Drive**  
**Greenwich, Connecticut 06830**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**December 15, 2016**

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 703343103

1. Names of Reporting Persons.  
I.R.S. Identification Nos. of above persons (entities only)  
Tontine Capital Partners, L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)  
WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization  
Delaware

	7.	Sole Voting Power -0-	<hr/>
Number of Shares Beneficially Owned by Each Reporting Person With	8.	Shared Voting Power 668,698	<hr/>
	9.	Sole Dispositive Power -0-	<hr/>
	10.	Shared Dispositive Power 668,698	<hr/>
	11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 668,698	<hr/>
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>		<hr/>
13.	Percent of Class Represented by Amount in Row (11) 4.4%		<hr/>
14.	Type of Reporting Person (See Instructions) PN		<hr/>

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CUSIP No. 703343103

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1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Tontine Capital Management, L.L.C.		<hr/>
2.	Check the Appropriate Box if a Member of a Group (See Instructions)		
	(a)	<input checked="" type="checkbox"/>	<hr/>
	(b)	<input type="checkbox"/>	<hr/>
3.	SEC Use Only		<hr/>
4.	Source of Funds (See Instructions) WC		<hr/>
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		<hr/>
6.	Citizenship or Place of Organization Delaware		<hr/>

	7.	Sole Voting Power 140,382
Number of Shares Beneficially Owned by Each Reporting Person With	8.	Shared Voting Power 668,698
	9.	Sole Dispositive Power 140,382
	10.	Shared Dispositive Power 668,698
	11.	Aggregate Amount Beneficially Owned by Each Reporting Person 809,080
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 5.3%	
14.	Type of Reporting Person (See Instructions) OO	

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CUSIP No. 703343103

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Tontine Capital Overseas Master Fund II, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions)	
	(a)	<input checked="" type="checkbox"/>
	(b)	<input type="checkbox"/>
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Cayman Islands	

Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power -0-	_____
	8.	Shared Voting Power -0-	_____
	9.	Sole Dispositive Power -0-	_____
	10.	Shared Dispositive Power -0-	_____
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: -0-		_____
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>		_____
13.	Percent of Class Represented by Amount in Row (11) 0.0%		_____
14.	Type of Reporting Person (See Instructions) PN		_____

CUSIP No. 703343103

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Tontine Asset Associates, L.L.C.		_____
2.	Check the Appropriate Box if a Member of a Group (See Instructions)		
	(a)	<input checked="" type="checkbox"/>	_____
	(b)	<input type="checkbox"/>	_____
3.	SEC Use Only		_____
4.	Source of Funds (See Instructions) WC		_____
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		_____
6.	Citizenship or Place of Organization Delaware		_____

Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power -0-	_____
	8.	Shared Voting Power -0-	_____
	9.	Sole Dispositive Power -0-	_____
	10.	Shared Dispositive Power -0-	_____
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: -0-		_____
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>		_____
13.	Percent of Class Represented by Amount in Row (11) 0.0%		_____
14.	Type of Reporting Person (See Instructions) OO		_____

CUSIP No. 703343103

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Tontine Associates, L.L.C.		_____
2.	Check the Appropriate Box if a Member of a Group (See Instructions)		
	(a)	<input checked="" type="checkbox"/>	_____
	(b)	<input type="checkbox"/>	_____
3.	SEC Use Only		_____
4.	Source of Funds (See Instructions) WC		_____
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>		_____
6.	Citizenship or Place of Organization Delaware		_____

Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 122,359
	8.	Shared Voting Power -0-
	9.	Sole Dispositive Power 122,359
	10.	Shared Dispositive Power -0-
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 122,359	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 0.8%	
14.	Type of Reporting Person (See Instructions) OO	

CUSIP No. 703343103

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Jeffrey L. Gendell
2.	Check the Appropriate Box if a Member of a Group (See Instructions)
(a)	<input checked="" type="checkbox"/>
(b)	<input type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization United States

	7.	Sole Voting Power -0-
Number of Shares Beneficially Owned by Each Reporting Person With	8.	Shared Voting Power 931,439
	9.	Sole Dispositive Power -0-
	10.	Shared Dispositive Power 931,439
	11.	Aggregate Amount Beneficially Owned by Each Reporting Person 931,439
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 6.1%	
14.	Type of Reporting Person (See Instructions) IN	

### Item 1. Security and Issuer

This Amendment No. 37 to Schedule 13D is being filed by the Reporting Persons to amend the Schedule 13D originally filed on September 19, 2005 (the "Original 13D"), as amended on April 10, 2007, May 18, 2007, September 25, 2007, March 18, 2008, April 16, 2008, June 27, 2008, August 1, 2008, November 10, 2008, December 16, 2008, October 23, 2009, February 3, 2010, March 10, 2010, March 4, 2011, April 6, 2011, April 6, 2012, September 27, 2012, November 16, 2012, January 4, 2013, May 13, 2013, October 11, 2013, November 27, 2013, March 26, 2014, June 20, 2014, October 9, 2014, December 12, 2014, January 6, 2015, January 9, 2015, March 20, 2015, May 29, 2015, August 7, 2015, August 21, 2015, September 14, 2015, November 25, 2015, December 24, 2015, June 17, 2016 and August 26, 2016 (the Original 13D, together with the amendments, the "Schedule 13D"), relating to the common stock, no par value (the "Common Stock"), of Patrick Industries, Inc. (the "Company").

The Company's principal executive offices are located at 107 West Franklin Street, P.O. Box 638, Elkhart, Indiana 46515.

### Item 2. Identity and Background

(a) This statement is filed by:

- (i) Tontine Capital Partners, L.P., a Delaware limited partnership ("TCP"), with respect to the shares of Common Stock directly owned by it;
- (ii) Tontine Capital Management, L.L.C., a Delaware limited liability company ("TCM"), with respect to the shares of Common Stock directly owned by it and by TCP;
- (iii) Tontine Capital Overseas Master Fund II, L.P. a Cayman Islands limited partnership ("TCP 2"), with respect to the shares of Common Stock directly owned by it;
- (iv) Tontine Asset Associates, L.L.C., a Delaware limited liability company ("TAA"), with respect to the shares of Common Stock directly owned by TCP 2;
- (v) Tontine Associates, L.L.C., a Delaware limited liability company ("TA"), with respect to shares of Common Stock directly owned by it; and
- (vi) Jeffrey L. Gendell with respect to the shares of Common Stock directly owned by each of TCP, TCP 2, TCM and TA.

The foregoing persons are hereinafter sometimes collectively referred to as the "Reporting Persons." Any disclosures herein with respect to persons other than the Reporting Persons are made on information and belief after making inquiry to the appropriate party.

- (b) The address of the principal business and principal office of each of TCP, TCM, TCP 2, TAA and TA is 1 Sound Shore Drive, Greenwich, Connecticut 06830. The business address of Mr. Gendell is 1 Sound Shore Drive, Greenwich, Connecticut 06830.
- (c) The principal business of each of TCP and TCP 2 is serving as a private investment limited partnership. The principal business of TCM is serving as the general partner of TCP. The principal business of TAA is serving as the general partner of TCP 2. The principal business of TA is to serve as the fund

manager of certain investment funds affiliated with the Reporting Persons. Mr. Gendell serves as the managing member of TCM, TAA and TA.

- (d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) None of the Reporting Persons has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was, or is subject to, a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.
- (f) TCP is a limited partnership organized under the laws of the State of Delaware. Each of TCM, TAA and TA is a limited liability company organized under the laws of the State of Delaware. TCP 2 is a limited partnership organized under the laws of the Cayman Islands. Mr. Gendell is a United States citizen.

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### Item 3. Source and Amount of Funds or Other Consideration

All shares of Common Stock owned by the Reporting Persons were purchased with working capital and on margin. The Reporting Persons' margin transactions are with Wells Fargo Securities LLC and UBS Securities LLC, on each such firm's usual terms and conditions. All or part of the shares of Common Stock directly owned by the Reporting Persons may from time to time be pledged with one or more banking institutions or brokerage firms as collateral for loans made by such bank(s) or brokerage firm(s) to the Reporting Persons. Such loans bear interest at a rate based upon the broker's call rate from time to time in effect. Such indebtedness may be refinanced with other banks or broker dealers.

### Item 4. Purpose of Transaction

On August 25, 2016, TCP entered into a Sales Plan (the "Prior 10b5-1 Plan") with Cantor Fitzgerald & Co. ("Cantor") that was intended to comply with the requirements of Rule 10b5-1(c) promulgated under the Act. Pursuant to the Prior 10b5-1 Plan, TCP directed Cantor to seek to dispose of up to 125,000 shares of Common Stock held by TCP between September 26, 2016 and May 5, 2017. Transactions under the Prior 10b5-1 Plan were subject to certain price restrictions and TCP could terminate the Prior 10b5-1 Plan at any time.

In the last 60 days, in the transactions described in the table below, Cantor sold a total of 125,000 shares of Common Stock on TCP's behalf pursuant to the Prior 10b5-1 Plan.

Transaction Date	Number of Shares	Weighted Average Price Per Share	Low	High
11/22/2016	5,160	\$ 69.01	\$ 69.00	\$ 69.05
11/23/2016	23,087	\$ 69.24	\$ 69.05	\$ 69.46
11/25/2016	9,450	\$ 69.81	\$ 69.60	\$ 69.95
11/28/2016	1,703	\$ 70.00	\$ 70.00	\$ 70.00
11/29/2016	10,347	\$ 70.40	\$ 70.00	\$ 70.98
11/29/2016	253	\$ 71.07	\$ 71.05	\$ 71.10
11/29/2016	4,458	\$ 72.68	\$ 72.50	\$ 72.85
12/6/2016	1,800	\$ 72.54	\$ 72.50	\$ 72.59
12/7/2016	10,365	\$ 72.92	\$ 72.50	\$ 73.45
12/7/2016	21,492	\$ 73.70	\$ 73.50	\$ 74.00
12/8/2016	36,885	\$ 74.40	\$ 74.00	\$ 74.60

As of December 8, 2016, Cantor had sold on TCP's behalf the maximum number of shares of Common Stock to be sold pursuant to the Prior 10b5-1 Plan.

On December 15, 2016, TCP entered into a new Sales Plan (the "10b5-1 Plan") with Cantor that is intended to comply with the requirements of Rule 10b5-1(c) promulgated under the Act. Pursuant to the 10b5-1 Plan, TCP has directed Cantor to seek to dispose of up to 75,000 shares of Common Stock held by TCP between January 16, 2017 and August 11, 2017. Transactions under the 10b5-1 Plan are subject to certain price restrictions and TCP may terminate the 10b5-1 Plan at any time. See Item 6.D. below.

As discussed in this Schedule 13D, as of December 23, 2016, the Reporting Persons own approximately 6.1% of the Company's outstanding Common Stock and can influence certain of the Company's affairs, including (i) the election of directors who in turn appoint management, (ii) any action requiring the approval of the holders of Common Stock, including adoption of amendments to the Company's corporate charter, and (iii) approval of a merger or sale of all or substantially all assets. The Reporting Persons can also influence certain decisions affecting the Company's capital structure.

The Reporting Persons acquired their shares of Common Stock for investment purposes and in the ordinary course of business. All of the Reporting Persons may dispose of securities of the Company at any time and from time to time in the open market, through dispositions in kind to parties holding an ownership interest in TCP, TCM, TA and/or TCP 2, or otherwise. In addition, the Reporting Persons may obtain securities of the Company through open market purchases, transfers from other Reporting Persons or otherwise.

Although the foregoing represents the range of activities presently contemplated by the Reporting Persons with respect to the Company, it should be noted that the possible activities of the Reporting Persons are subject to change at any time. Accordingly, the Reporting Persons reserve the right to change their plans or intentions and to take any and all actions that they may deem to be in their best interests.

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Except as set forth in this Schedule 13D, the Reporting Persons do not have any current intention, plan or proposal with respect to: (a) the acquisition by any person of additional securities of the Company, or the disposition of securities of the Company; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries; (d) any change in the present Board of Directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the Board; (e) any material change in the present capitalization or dividend policy of the Company; (f) any other material change in the Company's business or corporate structure; (g) changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person; (h) causing a class of securities of the Company to be delisted from a national securities exchange, if any, or cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Act, or (j) any action similar to any of those enumerated in items (a) through (i) above.

### Item 5. Interest in Securities of the Issuer



The following disclosure of share ownership by the Reporting Persons is as of the date of this Amendment No. 37 to Schedule 13D.

A. Tontine Capital Partners, L.P.

- (a) Aggregate number of shares beneficially owned: 668,698. Percentage: 4.4%. The percentages used herein and in the rest of Item 5 are calculated based upon 15,333,993 shares of Common Stock issued and outstanding as of October 21, 2016, as reflected in the Quarterly Report on Form 10-Q filed by the Company on November 3, 2016.
- (b) 1. Sole power to vote or direct vote: -0-
  - 2. Shared power to vote or direct vote: 668,698
  - 3. Sole power to dispose or direct the disposition: -0-
  - 4. Shared power to dispose or direct the disposition: 668,698
- (c) Cantor has sold a total of 125,000 shares of Common Stock on TCP's behalf pursuant to the Prior 10b5-1 Plan in the last 60 days. Please see the table in Item 4 for a description of such transactions.
- (d) TCM, the general partner of TCP, has the power to direct the affairs of TCP, including decisions respecting the receipt of dividends from, and the disposition of the proceeds from the sale of, the shares. Mr. Gendell is the Managing Member of TCM and in that capacity directs its operations.
- (e) Not applicable.

B. Tontine Capital Management, L.L.C.

- (a) Aggregate number of shares beneficially owned: 809,080. Percentage: 5.3%.
- (b) 1. Sole power to vote or direct vote: 140,382
  - 2. Shared power to vote or direct vote: 668,698
  - 3. Sole power to dispose or direct the disposition: 140,382
  - 4. Shared power to dispose or direct the disposition: 668,698
- (c) TCM has not engaged in any transactions in Common Stock in the last 60 days. Cantor has sold a total of 125,000 shares of Common Stock on TCP's behalf pursuant to the Prior 10b5-1 Plan in the last 60 days. Please see the table in Item 4 for a description of such transactions.
- (d) Mr. Gendell is the Managing Member of TCM and in that capacity directs its operations.
- (e) Not applicable.

C. Tontine Capital Overseas Master Fund II, L.P.

- (a) Aggregate number of shares beneficially owned: -0-. Percentage: 0.0%.

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- (b) 1. Sole power to vote or direct vote: -0-
  - 2. Shared power to vote or direct vote: -0-
  - 3. Sole power to dispose or direct the disposition: -0-
  - 4. Shared power to dispose or direct the disposition: -0-
- (c) TCP 2 has not engaged in any transactions in Common Stock in the last 60 days.
- (d) TAA, the general partner of TCP 2, has the power to direct the affairs of TCP 2, including decisions respecting the receipt of dividends from, and the disposition of the proceeds from the sale of, the shares. Mr. Gendell is the Managing Member of TAA and in that capacity directs its operations.
- (e) Not applicable.

D. Tontine Asset Associates, L.L.C.

- (a) Aggregate number of shares beneficially owned: -0-. Percentage: 0.0%.
- (b) 1. Sole power to vote or direct vote: -0-
  - 2. Shared power to vote or direct vote: -0-
  - 3. Sole power to dispose or direct the disposition: -0-
  - 4. Shared power to dispose or direct the disposition: -0-
- (c) TAA has not engaged in any transactions in Common Stock in the last 60 days.
- (d) Mr. Gendell is the Managing Member of TAA and in that capacity directs its operations.
- (e) Not applicable.

E. Tontine Associates, L.L.C.

- (a) Aggregate number of shares beneficially owned: 122,359. Percentage: 0.8%.
- (b) 1. Sole power to vote or direct vote: 122,359
- 2. Shared power to vote or direct vote: -0-
- 3. Sole power to dispose or direct the disposition: 122,359
- 4. Shared power to dispose or direct the disposition: -0-
- (c) TA has not engaged in any transactions in Common Stock in the last 60 days.
- (d) Mr. Gendell is the Managing Member of TA and in that capacity directs its operations.
- (e) Not applicable.

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F. Jeffrey L. Gendell

- (a) Aggregate number of shares beneficially owned: 931,439. Percentage: 6.1%
- (b) 1. Sole power to vote or direct vote: -0-
- 2. Shared power to vote or direct vote: 931,439
- 3. Sole power to dispose or direct the disposition: -0-
- 4. Shared power to dispose or direct the disposition: 931,439
- (c) Mr. Gendell has not engaged in any transactions in Common Stock in the last 60 days. Cantor has sold a total of 125,000 shares of Common Stock on TCP's behalf pursuant to the Prior 10b5-1 Plan in the last 60 days. Please see the table in Item 4 for a description of such transactions.
- (d) Not applicable.
- (e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

**A. Initial Securities Purchase Agreement**

On April 10, 2007, TCP, Tontine Capital Overseas Master Fund, L.P., a Cayman Islands limited partnership ("TMF"), and the Company entered into a Securities Purchase Agreement (the "Initial Securities Purchase Agreement") which, among other things, provided for the purchase by TCP and TMF of shares of Common Stock and Senior Subordinated Promissory Notes of the Company. The closing of the transactions contemplated by the Initial Securities Purchase Agreement occurred on May 18, 2007. Under the Initial Securities Purchase Agreement, if the Reporting Persons (i) hold between 7.5% and 14.9% of the Common Stock then outstanding, they have the right to appoint one nominee to the Company's Board of Directors and (ii) hold at least 15.0% of the Common Stock then outstanding, they have the right to appoint two nominees to the Company's Board of Directors. On July 21, 2008, an affiliate of the Reporting Persons was appointed to the Company's Board of Directors. The Reporting Persons currently do not have the right to appoint a nominee of the Reporting Persons to the Company's Board of Directors because the Reporting Persons' ownership of the Company's outstanding Common Stock is less than 7.5%, although their affiliate remains a member of the Board of Directors as of the date of this Amendment No. 37 to Schedule 13D. Under the Initial Securities Purchase Agreement, the Company agreed to limit, by the date of the Company's 2008 Annual Meeting of Shareholders, the number of directors serving on its Board to no more than nine directors for so long as the Reporting Persons have the right to appoint a director to the Company's Board. Since the Reporting Persons currently do not have the right to appoint a director to the Company's Board, the Company may increase the number of directors serving on its Board to more than nine. In addition, pursuant to the Initial Securities Purchase Agreement, the Company approved the acquisition by the Reporting Persons of up to 40% of its outstanding Common Stock, on a fully diluted basis, such that the Reporting Persons would not be subject to certain restrictions set forth in the Indiana Business Corporation Law (the "IBCL"). The Company also agreed that it would not revoke such approval and that it will use its best efforts to ensure that any future acquisitions by TCP and TMF (up to 40% of the outstanding Common Stock on a fully diluted basis) would not be subject to anti-takeover provisions included in any of the Company's organizational documents or the laws and regulations of any governmental authority. The Initial Securities Purchase Agreement also contained standard representations and warranties that survived until the earlier of (i) three years following the closing date of the transactions contemplated by the Initial Securities Purchase Agreement and (ii) the applicable statute of limitations with respect to each representation and warranty.

**B. Second Amended and Restated Registration Rights Agreement; RRA Amendment**

On December 11, 2008, TCP, TMF, the Company and the holders of warrants (the "Original Warrant Holders") issued pursuant to a certain Warrant Agreement, dated December 11, 2008, among the Company and the Original Warrant Holders, entered into that certain Second Amended and Restated Registration Rights Agreement (the "December 2008 Registration Rights Agreement"), which restated the Amended and Restated Registration Rights Agreement entered into by TCP, TMF and the Company on May 18, 2007. The Original Warrant Holders, all of whom were lenders under a Credit Agreement dated May 18, 2007, among the Company, the lenders party thereto and JP Morgan Chase Bank, N.A., as administrative agent (the "Previous Credit Facility"), acquired their warrants in connection with the execution of a Second Amendment and Waiver to the Previous Credit Facility on December 11, 2008. Pursuant to the December 2008 Registration Rights Agreement, the Company filed a registration statement on Form S-3 registering the resale of all of the shares of Common Stock then held by the Reporting Persons (the "Tontine Registration Statement").

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The Tontine Registration Statement was declared effective on December 30, 2008. Pursuant to the December 2008 Registration Rights Agreement, the Company filed a registration statement on Form S-3 registering the resale of shares of Common Stock issuable to the Original Warrant Holders upon the exercise of their warrants (the "Lender Registration Statement"). The Lender Registration Statement was declared effective on July 29, 2009. On March 31, 2011, the Company,

TCP, TMF, TCP 2 and Northcreek Mezzanine Fund I, L.P. (“Northcreek”) entered into an Amendment (the “RRA Amendment”) to the December 2008 Registration Rights Agreement primarily to include TCP 2 and Northcreek as parties to the December 2008 Registration Rights Agreement and to provide registration rights with respect to the shares of Common Stock issuable upon exercise of the warrants acquired by TCP 2 and Northcreek, respectively, as well as other warrants acquired by TCP 2 and Northcreek in the future, in connection with a certain Secured Senior Subordinated Note and Warrant Purchase Agreement dated March 31, 2011 (the “Purchase Agreement”). Pursuant to the RRA Amendment, the Company was obligated, among other things, to file a shelf registration statement prior to June 30, 2011 to register the resale of the shares of Common Stock underlying the warrants acquired by TCP 2 and Northcreek, respectively, on March 31, 2011 under the Purchase Agreement, and to use its reasonable best efforts to cause the registration statement to be declared effective no later than 60 days after filing. To satisfy this obligation, on June 8, 2011, the Company filed a registration statement on Form S-3, which was declared effective on June 23, 2011. Also as required by the RRA Amendment, on May 11, 2011, the Company filed a prospectus supplement to the Tontine Registration Statement to cover the resale of all Common Stock held by TCP 2. In addition, pursuant to the December 2008 Registration Rights Agreement, as amended by the RRA Amendment, the Company granted to TCP, TMF, TCP 2, Northcreek and the Original Warrant Holders (and their respective qualifying transferees) certain demand and “piggyback” registration rights in connection with shares of Common Stock held by them or acquired in the future. The registration rights granted under the December 2008 Registration Rights Agreement, as amended by the RRA Amendment, terminate with respect to TCP, TMF, TCP 2, Northcreek and the Original Warrant Holders (and any of their respective qualifying transferees) when such party no longer holds any Registrable Securities (as defined in the December 2008 Registration Rights Agreement). With the exception of certain expenses, such as underwriting discounts and commissions, the Company has agreed to pay all expenses incident to its performance of or compliance with the December 2008 Registration Rights Agreement, including the reasonable fees and expenses of counsel retained by the holders of Registrable Securities requested to be included in a registration statement.

#### C. Prior 10b5-1 Plan

On August 25, 2016, TCP entered into the Prior 10b5-1 Plan with Cantor. Pursuant to the Prior 10b5-1 Plan, Cantor agreed to seek to sell up to 125,000 shares of Common Stock on TCP’s behalf between September 26, 2016 and May 5, 2017. Transactions under the Prior 10b5-1 Plan were subject to certain price restrictions and TCP could terminate the Prior 10b5-1 Plan at any time.

As of December 8, 2016, Cantor had sold on TCP’s behalf the maximum number of shares of Common Stock to be sold pursuant to the Prior 10b5-1 Plan.

#### D. 10b5-1 Plan

On December 15, 2016, TCP entered into the 10b5-1 Plan with Cantor. Pursuant to the 10b5-1 Plan, Cantor agreed to seek to sell up to 75,000 shares of Common Stock on TCP’s behalf between January 16, 2017 and August 11, 2017. Transactions under the 10b5-1 Plan are subject to certain price restrictions and TCP may terminate the 10b5-1 Plan at any time.

The foregoing summaries of the Initial Securities Purchase Agreement, the December 2008 Registration Rights Agreement, the RRA Amendment, the Prior 10b5-1 Plan and the 10b5-1 Plan do not purport to be complete and are qualified in their entirety by reference to Exhibits 99.1 through 99.5, which are incorporated by reference herein.

Except as described in this Schedule 13D, the Reporting Persons do not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Company, including but not limited to the transfer or voting of any of the securities, finder’s fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

### Item 7. Material to be Filed as Exhibits

99.1. Securities Purchase Agreement dated April 10, 2007, by and among Tontine Capital Partners, L.P., Tontine Capital Overseas Master Fund, L.P. and Patrick Industries, Inc. (previously filed as Exhibit 1 to Amendment No. 1 to this Schedule 13D filed on April 18, 2007).

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99.2. Second Amended and Restated Registration Rights Agreement dated December 11, 2008, by and among Tontine Capital Partners, L.P., Tontine Capital Overseas Master Fund, L.P., Patrick Industries, Inc. and JPMorgan Chase Bank, N.A., Fifth Third Bank, Bank of America, N.A., Key Bank, National Association, RBS Citizens, National Association, Associated Bank, National City Bank and 1st Source Bank (previously filed as Exhibit 3 to Amendment No. 9 to this Schedule 13D on December 11, 2008).

99.3. Amendment to Second Amended and Restated Registration Rights Agreement dated March 31, 2011, by and among Tontine Capital Partners, L.P., Tontine Capital Overseas Master Fund, L.P., Tontine Capital Overseas Master Fund II, L.P., Northcreek Mezzanine Fund I, L.P. and Patrick Industries, Inc. (previously filed as Exhibit 99.3 to Amendment No. 14 to this Schedule 13D on April 6, 2011).

99.4. Sales Plan dated August 25, 2016, between Tontine Capital Partners, L.P. and Cantor Fitzgerald & Co. (Sales prices omitted from Appendix A pursuant to a request for confidential treatment) (previously filed as Exhibit 99.4 to Amendment No. 36 to this Schedule 13D on August 26, 2016).

99.5. Sales Plan dated December 15, 2016, between Tontine Capital Partners, L.P. and Cantor Fitzgerald & Co. (Sales prices omitted from Appendix A pursuant to a request for confidential treatment) (filed herewith).

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#### Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

December 23, 2016

Date

/s/ Jeffrey L. Gendell

Signature

Jeffrey L. Gendell, individually, as managing member of Tontine Capital Management, L.L.C., general partner of Tontine Capital Partners, L.P., as managing member of Tontine Asset Associates, L.L.C., general partner of Tontine Capital Overseas Master Fund II, L.P., and as managing member of Tontine Associates, L.L.C.

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Name/Title

## Sales Plan

This plan of sales is dated as of December 15, 2016 (“Sales Plan”) between Tontine Capital Partners, LP, as seller (“Seller”), and Cantor Fitzgerald & Co. (“Cantor”), as agent.

### A. Recitals

1. This Sales Plan is entered into between Seller and Cantor as the Seller’s adoption of a written plan for trading securities that complies with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).
2. Seller is establishing this Sales Plan in order to permit the orderly disposition of a portion of Seller’s holdings of the common stock of Patrick Industries, Inc. (the “Stock” and the “Issuer” as the case may be).

### B. Seller’s Representations, Warranties and Covenants

1. As of the date on which Seller executed this Sales Plan, Seller was not aware of any material nonpublic information concerning the Issuer or its securities. Seller entered into this Sales Plan in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws.
2. The securities to be sold under this Sales Plan are owned free and clear by Seller and are not subject to any liens, security interests or other encumbrances or limitations on disposition. Such securities have been registered for resale pursuant to Rule 415 promulgated under the Securities Act of 1933, as amended (the “Securities Act”), by an effective Registration Statement on Form S-3 filed by the Issuer (the “Resale Shelf Registration Statement”).
3. Seller agrees to complete, execute and deliver to Cantor a Seller’s representation letter dated as of the date hereof substantially in the form acceptable to Cantor prior to or upon the commencement of sales of Stock pursuant to this Sales Plan.
4. The execution and delivery of this Sales Plan by Seller and the transactions contemplated by this Sales Plan will not contravene any provision of applicable law or any agreement or other instrument binding on Seller or any judgment, order or decree of any governmental body, agency or court having jurisdiction over Seller.
5. Seller agrees that, until this Sales Plan has been terminated, it shall, upon written request from Cantor delivered to Seller from time to time, provide such information as is reasonably requested to confirm that sales under the Sales Plan are either: (a) eligible to be made pursuant to the Resale Shelf Registration Statement; or (b) in compliance with Rule 144 or Rule 145.
6. Seller agrees that Seller shall not, directly or indirectly, communicate any information relating to the Stock or the Issuer to any employee of Cantor or its affiliates who is involved, directly or indirectly, in executing this Sales Plan at any time while the Sales Plan is in effect.

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7. (a) Seller agrees to make all filings, if any, required under Sections 13(d), 13(g) and 16 of the Exchange Act in a timely manner, to the extent any such filings are applicable to Seller.
- (b) Seller agrees that Seller shall, in connection with the performance of this Sales Plan, comply with all applicable laws, including, without limitation, Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.
8. Seller shall maintain in Seller’s account at Cantor, or timely cause the delivery to such account of, a sufficient number of shares to cover all sales contemplated by this Sales Plan together with stock powers and other necessary transfer documentation.
9. Seller agrees to notify Cantor in writing if sales under the Sales Plan cease to be eligible to be made pursuant to the Resale Shelf Registration Statement (a “Resale Shelf Suspension Event”). During the occurrence of a Resale Shelf Suspension Event, sales under the Sales Plan shall be made pursuant to Rule 144 under the Securities Act and the following covenants shall be deemed to apply:
  - (a) Seller agrees not to take, and agrees not to cause any person or entity with which Seller would be required to aggregate sales of Stock pursuant to paragraph (a)(2) or (e) of Rule 144 to take, any action that would cause the sales hereunder not to meet all applicable requirements of Rule 144.
  - (b) Seller agrees to file Forms 144 for the sales to be effected under this Sales Plan at such times as Seller may be required or permitted by applicable law.
  - (c) Cantor agrees to conduct all sales pursuant to this Sales Plan in accordance with whatever provisions of Rule 144 or Rule 145 are applicable, including, but not limited to, the manner of sale requirement of Rule 144 of the Securities Act, and in no event shall Cantor effect any sale if such sale would exceed the then-applicable volume limitation under Rule 144, assuming that the sales to be made by Cantor under this Sales Plan are the only sales subject to such limitation.

### C. Implementation of the Plan

1. Seller hereby appoints Cantor to sell shares of Stock pursuant to the terms and conditions set forth below. Subject to such terms and conditions, Cantor hereby accepts such appointment.
2. Cantor is authorized to begin selling Stock pursuant to this Sales Plan commencing on January 16, 2017 and ending on the earlier of (a) August 11, 2017; (b) the date that all shares of Stock subject to this Sales Plan have been sold; (c) the date that Cantor receives notice of the commencement of any proceeding in respect of or triggered by the Seller’s bankruptcy or insolvency; and (d) the date that Cantor learns that there has been a public announcement of (i) a tender or exchange offer with respect to the Stock or (ii) a merger, acquisition, or comparable transaction affecting the securities of the Issuer as a result of which the Stock is exchanged or converted into shares of another company (the “Sales Plan Period”).

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3. (a) Cantor is directed to sell up to an aggregate 75,000 shares of Stock during the Sales Plan Period in accordance with APPENDIX A hereto.
- (b) Seller understands that Cantor may not be able to effect a sale due to a market disruption or a legal, regulatory or contractual restriction applicable to Cantor or any other event or circumstance (a “Blackout”). Seller also understands that, even in the absence of a Blackout, Cantor may be unable to effect sales consistent with ordinary principles of best execution due to insufficient volume of trading, failure of the Stock to reach and sustain a limit order price, or other market factors in effect on the date of a sale.

(c) Seller agrees to direct the Issuer to notify Cantor by telephone as soon as practicable (and subsequently confirmed in writing) if, at any time during the period that this Sales Plan remains in effect, the Issuer becomes aware of a legal, regulatory or contractual restriction applicable to Seller or Seller's affiliates (arising from any agreement entered into with or actions taken by the Issuer) that would prohibit any sale pursuant to this Sales Plan (other than any such restriction relating to Seller's possession or alleged possession of material nonpublic information about the Issuer or its securities) (an "Issuer Restriction"). In connection with the Issuer's notice to Cantor of an Issuer Restriction, the Issuer shall indicate the anticipated duration of the restriction and shall not include any other information about the nature of the Issuer Restriction or its applicability to Seller. Following receipt of notice of an Issuer Restriction, Cantor will cease effecting sales under this Sales Plan until notified in writing by both Seller and the Issuer that such restriction has ended. Cantor shall resume effecting Sales in accordance with this Sales Plan as soon as practicable after the cessation or termination of a Blackout or receipt of the notice that the Issuer Restriction has ended.

4. To the extent that any Stock remains in the Seller's account after the end of, or upon termination of, this Sales Plan, Cantor agrees to return such Stock promptly to Seller's custodian or to the Issuer's transfer agent for relegending to the extent that such Stock would then be subject to transfer restrictions in the hands of the Seller or otherwise to be put in such name as directed by Seller.

5. Subject to the parameters specified in Section C(3) above (and, if applicable as provided in Section B(9)(c), subject to the manner of sale requirement of Rule 144 being satisfied), sales of the Stock may be effected, in whole or in part, on an agency basis or, if Cantor is a market maker in the Stock at the time that any sale is to be made under this Sales Plan, Cantor may, in its sole discretion, effect one or more sales on a principal basis commensurate with all regulatory requirements regarding best execution practices.

6. Seller acknowledges and agrees that Seller does not have authority, influence or control over any sales of Stock effected by Cantor pursuant to this Sales Plan, and will not attempt to exercise any authority, influence or control over such sales.

**D. Termination; Amendment**

1. This Sales Plan may not be terminated prior to the end of the Sales Plan Period, except:

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(a) upon written notice by Seller to Cantor, for any reason identified by Seller as long as such termination is made in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws; and

(b) upon written notice by Cantor to Seller, when Cantor, in its sole discretion, has determined that (i) it is prohibited from continuing to operate as agent hereunder by a legal, contractual or regulatory restriction applicable to Cantor or its affiliates or (ii) as a result of Cantor continuing to operate as agent hereunder, Cantor or its affiliates may be subject to risk of regulatory action that could have an adverse effect on Cantor or its affiliates.

2. This Sales Plan may be amended by Seller only upon the written consent of Cantor and receipt by Cantor of a certificate signed by Seller certifying that the representations and warranties of Seller contained in this Sales Plan are true at and as of the date of such certificate as if made at and as of such date. Following an amendment of this Sales Plan, sales of Stock pursuant to this Sales Plan shall be suspended for a 30-day period following the date of such amendment. Seller agrees not to amend this Sales Plan at any time that Seller is aware of any material non-public information about the Issuer or the Stock.

**E. Limitation of Liability**

1. Notwithstanding any other provision hereof, Cantor shall not be liable to Seller for:

(a) special, indirect, punitive, exemplary or consequential damages, or incidental losses or incidental damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen, or

(b) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions or other causes commonly known as "acts of God".

2. Seller has consulted with Seller's own advisors as to the legal, tax, business, financial and related aspects of, and has not relied upon Cantor or any person affiliated with Cantor in connection with, Seller's adoption and implementation of this Sales Plan.

3. Seller acknowledges and agrees that neither Cantor nor any of its affiliates nor any of their respective officers, employees or other representatives, in performing their obligations hereunder, is exercising any discretionary authority or discretionary control respecting management of Seller's assets, or exercising any authority or control respecting management or disposition of Seller's assets, or otherwise acting as a fiduciary (within the meaning of Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended, or Section 2510.3-21 of the Regulations promulgated by the United States Department of Labor) with respect to Seller or Seller's assets. Without limiting the foregoing, Seller further acknowledges and agrees that neither Cantor nor any of its affiliates nor any of their respective officers, employees or other representatives has provided any "investment advice" within the meaning of such provisions, and that no views expressed by any such person will serve as a primary basis for investment decisions with respect to Seller's assets.

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4. Seller hereby agrees to indemnify and hold harmless Cantor and its officers, directors, employees, agents and affiliates from and against any losses, liabilities, claims, damages and expenses including but not limited to reasonable attorneys' fees and the costs of investigating or defending any matter, arising out of or incurred in connection with this Sales Plan ("Losses"), except to the extent Losses are found in a final award or judgment by an arbitrator or court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from gross negligence or willful misconduct on the part of Cantor.

**F. General**

1. Seller and Cantor acknowledge and agree that Cantor is acting as agent and custodian for Seller in connection with this Sales Plan and that Seller is a "customer" of Cantor within the meaning of Section 741(2) of Title 11 of the United States Code (the "Bankruptcy Code"). Seller and Cantor further acknowledge and agree that this Sales Plan is a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, entitled to the protections of, among other sections, Sections 362(b)(6), 546(e) and 555 of the Bankruptcy Code.

2. This Sales Plan constitutes the entire agreement between the parties with respect to this Sales Plan and supersedes any prior agreements or understandings with regard to the Sales Plan.

3. All notices to Seller or Cantor under this Sales Plan shall be deemed given when received and shall be given to the following persons in the manner

specified by this Sales Plan. Where the Sales Plan provides that notice shall be written, such written notice may be provided by certified mail, facsimile or email (with receipt requested).

Cantor Fitzgerald & Co.  
110 East 59<sup>th</sup> Street  
New York, NY 10022  
Attn: Leonard Patti and Nils Horning  
Telephone: (212) 829-4889  
Email: nhorning@cantor.com

Tontine Capital Partners, LP  
c/o Tontine Capital Management, LLC  
1 Sound Shore Drive  
Greenwich, CT 06830  
Attn: Jeffrey Gendell and Alberto de Brito  
Telephone: (203) 769-2000  
Facsimile: (203) 769-2010  
Email: gendellj@tontinepartners.com, adebrito@tontinepartners.com

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4. Seller's rights and obligations under this Sales Plan may not be assigned or delegated without the written permission of Cantor.

5. This Sales Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6. If any provision of this Sales Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Sales Plan will continue and remain in full force and effect.

7. This Sales Plan, and all transactions contemplated hereunder, shall be governed by and construed in accordance with the internal laws of the State of New York. This Sales Plan may be modified or amended only by a writing signed by the parties hereto. IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY.

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IN WITNESS WHEREOF, the undersigned have signed this Sales Plan as of the date first written above.

**TONTINE CAPITAL PARTNERS, LP**

By: Tontine Capital Management, LLC,  
its general partner

By: /s/ Jeffrey L. Gendell

Name: Jeffrey L. Gendell  
Title: Managing Member

**CANTOR FITZGERALD & CO.**

By: /s/ Jeff Lumby  
Name: Jeff Lumby  
Title: Senior Managing Director

[Signature page to Patrick Industries, Inc. Sales Plan]

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**APPENDIX A**

This APPENDIX A to the Sales Plan, dated December 15, 2016, between Tontine Capital Partners, LP and Cantor Fitzgerald & Co. sets forth certain terms and conditions pursuant to which Cantor shall sell shares of Stock of the Issuer under the Sales Plan. Capitalized terms used but not defined in this APPENDIX A shall have the meanings ascribed to them in the Sales Plan.

- (1) During the Sales Plan Period, Cantor is directed to sell up to 75,000 shares of Stock in the aggregate in the indicated amounts (the "Sales Amounts") at the following prices (the "Sales Prices"):
  - (a) 15,000 shares at a Sales Price equal to or greater than \$[ ] per share but less than \$[ ] per share;
  - (b) 30,000 shares at a Sales Price equal to or greater than \$[ ] per share but less than \$[ ] per share, less any shares previously sold under paragraph (1)(a) hereof;
  - (c) 45,000 shares at a Sales Price equal to or greater than \$[ ] per share but less than \$[ ] per share, less any shares previously sold under paragraphs (1)(a) and (1)(b) hereof;
  - (d) 60,000 shares at a Sales Price equal to or greater than \$[ ] per share but less than \$[ ] per share, less any shares previously sold under paragraphs (1)(a), (1)(b) and (1)(c) hereof; and
  - (e) 75,000 shares at a Sales Price equal to or greater than \$[ ] per share, less any shares previously sold under paragraphs (1)(a), (1)(b), (1)(c) and (1)(d) hereof.
- (2) The Sales Prices described in paragraph (1) hereof are gross prices before deduction of commissions or mark-downs.

- (3) Subject to the Sales Prices in paragraph (1) hereof and the other applicable provisions of the Sales Plan, Cantor shall sell the Sales Amounts under ordinary principles of best execution.

The Sales Amounts and the Sales Prices shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Stock or any similar transaction with respect to the Stock that occurs from the date hereof until the end of the Sales Plan Period.

**[Sales Prices have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested for the Sales Prices.]**

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