Exhibit A-3

Credit Line Deed of Trust and Fixture Filing (recorded), dated August 21, 2013

BOOK 277 PAGE 158(23) 191330

WV ECONOMIC DEVELOPMENT AUTH
NORTH GATE BUSINESS PARK
180 ASSOCIATION DR
CHARLESTON, WV 25311-1217

A CREDIT LINE DEED OF TRUST AND FIXTURE FILING

THIS CREDIT LINE DEED OF TRUST AND FIXTURE FILING (the "Deed of Trust"), dated this 21st day of August, 2013, by and among **TENX GROUP LLC**, a Delaware limited liability company ("Grantor"), **JOYCE F. OFSA**, a resident of Kanawha County, West Virginia, as trustee ("Trustee"), and the **WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY**, a West Virginia public corporation (referred to herein as either "WVEDA" or "Beneficiary").

WITNESSETH:

That for and in consideration of the indebtedness and trusts hereinafter set forth and the sum of Ten Dollars ($10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby **GRANT** and **CONVEY** unto the Trustee, with the power of sale, all of the following:

(a) All of Grantor's interest in those certain parcels or tracts of land located in Moorefield District, Hardy County, West Virginia, together with all buildings, improvements and structures at any time now or hereafter erected, situated or placed thereon by Grantor and all rights, privileges, easements, hereditaments, appendages and appurtenances thereunto belonging or appertaining, as more particularly described on Exhibit A attached hereto and made a part of this Deed of Trust;

(b) All right, title, interest and estate of the Grantor in and to streets, roadways, sidewalks, curbs, alleys and areas involving the estate hereby conveyed and portions thereof, and whether vacated by law or ordinance (conditionally or otherwise);

This instrument prepared by and upon recordation should be returned to: Elizabeth A. Benedetto, Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, West Virginia 25301; (304) 340-3861.

(c) All fixtures, fixed assets and personalty of a permanent nature, owned by the Grantor now or at any time hereafter annexed, affixed or attached to the Property (as defined herein) hereby conveyed and the buildings, improvements or structures thereon and used or intended to be used in the possession, occupation or enjoyment thereof, and all replacements additions and substitutions thereof or thereto, including, but without limiting the generality of the foregoing, all apparatus, appliances, machinery, equipment and articles located on the Property hereby conveyed and used to supply or provide or in connection with heat, gas, air conditioning, plumbing, water, lighting, power, elevator service, sewerage, refrigeration, cooling, ventilation, sprinkler system and water heater, all of which, described in this item (c), shall be a part of the freehold and a portion of the security for the obligation herein described;

(d) All equipment, materials, supplies and other property of every kind or nature whatsoever, now or hereafter owned by Grantor or in which Grantor has or shall have an interest, procured for incorporation in or to be affixed to buildings or other improvements on the Property hereby conveyed or appurtenances thereto; and existing and future leases for all or any part of the Property hereby conveyed, together with all rent, income, or other proceeds from the Property hereby conveyed; and

(e) All rentals, proceeds, revenues and other income from the aforementioned land, buildings and improvements or any part thereof; but so long as Grantor is not in default hereunder, Grantor may collect and receive all of said income.

All property described above shall secure the obligations herein described and covered by this Deed of Trust, and all of the foregoing property, interests in property and other rights and interests are herein sometimes referred to collectively as the "Property."

The Grantor does hereby covenant to and with the Trustee that it will **WARRANT GENERALLY** the title to its interest in the Property; that Grantor has the right to convey its interest in the Property to the Trustee; that the same is free from any and all liens, claims and encumbrances, except the following which are collectively referred to herein as the "Permitted Encumbrances": (i) real estate taxes assessed but not yet due and payable; and (ii) all other exceptions listed on Schedule B, Section II of the Title Insurance Policy issued by Investors Title Insurance Company; and that Grantor will execute such further assurances of the Property as may be requisite, including, but not limited to, the execution and delivery of financing statements and such other instruments as may be required to impose the lien hereof more specifically upon any item or items of property, or rights or interests therein, covered by this Deed of Trust.

IN TRUST NEVERTHELESS, to secure the following: (i) the payment of the principal sum of Five Million and 00/100 Dollars ($5,000,000.00) (the "Loan"), with all interest accruing thereon for a term of fifteen (15) years, evidenced by a Promissory Note of even date herewith in the original principal amount of Five Million and 00/100 Dollars ($5,000,000.00), made and executed by the Grantor and payable to the WVEDA which is the beneficial owner of the debt secured hereby (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Note"), (ii) the performance by Grantor and the Guarantors of all the terms and conditions under that certain Loan Agreement of even date herewith by and among WVEDA, Grantor, and the Guarantors named therein (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Loan Agreement"), (iii) the performance by the Grantor of all the terms and conditions under that certain Collateral Assignment of Leases and Rents of even date herewith by and between Grantor and WVEDA (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Lease Assignment"), (iv) the performance by Guarantors of their obligations under their respective Guaranty dated of even date herewith (together with all amendments, renewals, extensions, substitutions and modifications thereof, collectively, the "Guaranties"), made for the benefit of WVEDA and guaranteeing the payment by Grantor to WVEDA of all accrued interest, unpaid principal, late charges and other amounts due and owing by Grantor to WVEDA under the Note, and (v) the performance by Grantor and the Guarantors of all terms and conditions of the other WVEDA Loan Documents. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement. This Deed of Trust shall also secure any note or notes given in continuation, modification, renewal or in lieu of or in substitution for the Note, however changed in form, manner or amount, together with any interest that may be due thereon.

Grantor covenants, represents, warrants and agrees with the Trustee and with the Beneficiary, and each of them, as follows:

1. That Grantor will promptly pay all taxes, charges and assessments lawfully levied against the Property and upon its failure to so do, then the Trustee or the Beneficiary may, without any obligation to do so, pay the same or any part thereof remaining unpaid, and any amount so paid shall bear interest at the rate of ten percent (10%) per annum from the date of such payment and be and become secured by this Deed of Trust.

2. That Grantor will or shall cause any lessee of the Property to keep all buildings and other improvements now or hereafter placed on the Property hereby conveyed, and the appurtenances thereunto belonging, fully insured pursuant to the terms and conditions of the Loan Agreement. Upon full foreclosure or a deed in lieu of such foreclosure, all of Grantor's or

its lessee's right, title and interest in and to the aforesaid insurance shall automatically pass to and be the property of the then holder of the obligation hereby secured.

3. That Grantor will or shall cause any lessee of the Property to keep and maintain all buildings and other improvements now or hereafter placed on the real property hereby conveyed in good repair and condition pursuant to the terms and conditions of the Loan Agreement.

4. That Grantor will not, without prior written consent of the Beneficiary, create or permit to exist or be created any mortgage, deed of trust, pledge or other lien or encumbrance on any of the Property, except this Deed of Trust and the Permitted Encumbrances, and will not suffer or permit any mechanic's or materialmen's liens or any other lien of any nature whatsoever to attach to any of the Property or to remain outstanding against same or any part thereof; provided, however, that Grantor may, in good faith, contest the validity of any such lien and, in the case of such contest, provide for the payment thereof in a manner satisfactory to Beneficiary.

5. That no Hazardous Substances currently directly or indirectly affect the Property. In the event Grantor shall fail to comply with the provisions of this paragraph 5, Beneficiary and Trustee shall have the right, but shall not be required, to enter in and upon the Property and take such other actions as Beneficiary and Trustee deem necessary or advisable in order to inspect, test, clean up, remove, or otherwise remedy any and all improper releases or discharges of hazardous substances or to respond to any complaint, order, citation, directive, claim, notice, or other action against Grantor, Beneficiary or Trustee by any applicable governmental unit or any private party or group for violations of any applicable environmental law in order to protect the Property, and any and all costs incurred by Beneficiary and Trustee

pursuant thereto shall be immediately due and payable by Grantor upon demand and shall be further secured hereby.

6. That Grantor will pay to Trustee and will pay the holder of any obligations, the payment of which is hereby secured, any and all sums of money, including costs, expenses and attorneys' fees incurred or expended in any proceedings, legal or equitable, to sustain the lien of this Deed of Trust, or its priority, or in defending any party hereto or any party hereby secured against the liens, demands or claims of title, or any or either of them, of any person or persons asserting priority over this Deed of Trust or asserting title adverse to the title under which the Trustee holds, or in the discharge of any such lien or claim, or in connection with any suit at law or in equity to foreclose this Deed of Trust or to recover any obligation hereby secured, together with interest on such sums at the rate of ten percent (10%) per annum until paid, and this Deed of Trust shall stand as security therefor.

7. That the information furnished to Beneficiary by Grantor concerning Grantor's financial status is correct and complete, and that there have been no adverse changes in Grantor's financial status since such information was furnished to Beneficiary.

8. That Grantor will keep proper books of record and account in accordance with sound accounting practice concerning Grantor's business; will furnish the Beneficiary a copy of its year end financial statement and will give the Beneficiary further information concerning its financial condition or business activities, each as required by the Loan Agreement.

9. The occurrence of any of the following events shall constitute an event of default under this Deed of Trust (hereinafter called an "Event of Default"): (a) if Grantor shall fail to pay the principal, interest or other sums due and owing under the Loan in accordance with the terms or time periods described in the Loan Agreement or Grantor shall fail to pay as and

when due any other sums due and owing under this Deed of Trust or under any of the other WVEDA Loan Documents; (b) if Grantor or any Guarantor shall fail to observe or perform any other agreement, term, obligation, covenant or condition contained in this Deed of Trust, the Lease Assignment, the Guaranties, the Loan Agreement or any other WVEDA Loan Document; (c) any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Grantor or any Guarantor under this Deed of Trust, the Lease Assignment, the Loan Agreement, the Guaranties or any other WVEDA Loan Document is false or misleading in any material respect, at the time made or furnished; (d) the commission by Grantor, including any members, managers, officers, employees or agents of Grantor, of any illegal or fraudulent act with the intent to deceive Beneficiary including, without limitation, the falsification of any of Grantor's books or records; (e) this Deed of Trust, the Lease Assignment, the Loan Agreement, the Guaranties or any of the other WVEDA Loan Documents ceases to be in full force and effect (including failure of any collateral document to create a valid or perfected security interest or lien) at any time and for any reason; (f) if a default or event of default shall occur and continue beyond any applicable grace period with respect to any other indebtedness of Grantor; (g) the dissolution or termination of Grantor's or any Company Guarantor's existence as an ongoing business, Grantor's or any Guarantor's insolvency, the appointment of a receiver for any part of Grantor's or any Guarantor's property that has not been released or dismissed in sixty (60) days, any assignment for the benefit of creditors of all or substantially all of Grantor's property including, but not limited to, the Property, any type of creditor workout involving the Property, the commencement of any voluntary proceeding under any bankruptcy or insolvency laws by Grantor, or Grantor admits in writing its inability to pay its debts as they become due; (h) the commencement of any involuntary proceeding under bankruptcy or other insolvency laws against Grantor that is not dismissed within sixty (60) days of the filing date; (i) commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against the Property or any of the collateral for the Loan; however, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor proceeding, and if Grantor gives WVEDA written notice of the creditor proceeding and furnishes reserves or other adequate security for the creditor proceeding satisfactory to WVEDA; (j) if there shall now or hereafter exist upon the Property, or any part thereof, any claim, lien or encumbrance, other than the Permitted Encumbrances, any subordinate lien granted by Grantor to any Subordinated Noteholder (as defined in the Loan Agreement) or other liens and encumbrances, if any, approved in writing by Beneficiary, which is or might be superior or subordinate to the lien of this Deed of Trust; (k) if the Property, or any part thereof or any interest therein, shall be sold or transferred in any manner whatsoever, whether by deed, sales contract or any other instrument, by Grantor to any person, firm or corporation without the advance written consent of Beneficiary; (l) if operations of Grantor or any lessee of Grantor shall cease or be significantly curtailed at the Property (operations shall be "significantly curtailed" if total employment (as measured in terms of man hours) at the Property for any calendar quarter is less than fifty percent (50%) of the average quarterly employment of Grantor or any lessee of Grantor at the Property for the previous four quarters, unless such reduction is the result of causes wholly beyond the control of Grantor or its lessee; (m) if fifty-one percent (51%) of the ownership interest or capital stock of Grantor or any Company Guarantor ceases to be owned by the present members or shareholders of Grantor or any Company Guarantor unless prior consent in writing is received from Beneficiary; or (n) upon the sale or other transfer of the Property or any of Grantor's other assets in any manner whatsoever to any person or entity (other than a transfer of assets in the ordinary course of business that does not materially adversely affect Grantor's financial condition) without the advance written consent of Beneficiary.

10. If (x) any one or more Events of Default shall occur pursuant to subsections 9(a), 9(b), 9(c), 9(d), 9(e), 9(f), 9(g), 9(h), 9(i) or 9(j), and is not cured within thirty (30) days following the date notice of such default is sent by the Trustee or WVEDA to Grantor as provided in paragraph 14 below or (y) any one or more Events of Default shall occur pursuant to subsections 9(k), 9(1), 9(m) or 9(n), Trustee or WVEDA, at their option, may exercise any one or more of the following rights and remedies, any two or more of which may be exercised concurrently:

(a) Trustee or Beneficiary may forthwith, without notice, separately or jointly: (i) enter into and upon all of the Property and take possession of the Property without process of law, without liability to Grantor or to any other owner or owners of the Property, and manage and rent the same, or any part thereof, collect and receive the rents, issues and profits thereof and apply the same to the payment of the indebtedness hereby secured, after first deducting the costs and expenses incurred in managing the Property and in collecting said rents, issues and profits (including a commission of three percent (3%) of the total amount collected, which shall be paid to Beneficiary, or to Trustee, as the case may be, for managing the same and collecting and disbursing said rents, issues and profits accruing therefrom), and after deducting such further amount or amounts as may be necessary to pay or reimburse Beneficiary and Trustee for any sum or sums of money paid by them, or either of them, under the provisions hereof, together with interest thereon at the rate of ten percent (10%) per annum to the date of payment; (ii) have a receiver appointed by any court having jurisdiction to take charge of the Property and collect, receive and apply the rents, issues and profits thereof; or (iii) exercise any or all of the other rights and remedies provided for in this Deed of Trust. It is understood and agreed by and between the parties hereto that nothing herein contained shall be construed as a substitute for, or in derogation of, the right to foreclose this Deed of Trust or as imposing any duty or obligation upon Beneficiary or upon Trustee, or either of them, to take charge of the Property or to collect said rents, issues or profits or to have a receiver appointed for such purposes.

(b) Without further notice to or demand on Grantor or any other person, Beneficiary may declare the Note to be immediately due and payable, and the Note may be collected by proper action, foreclosure of this Deed of Trust, or any other legal or equitable proceeding.

(c) At any time after the exercise by Beneficiary of the option to declare the Note immediately due and payable, Trustee, upon the written request of Beneficiary, shall foreclose upon and sell the Property to satisfy the Note at public auction, at the Trustee's option either at the location of the Property or at the front door of the courthouse of the county in which the Property is located, for cash in hand on the day of sale, after first giving notice of such sale by publishing such notice in a newspaper of general circulation published in the county wherein the Property is located, or if there be no such newspaper, in a qualified newspaper of general circulation in said county, once a week for two successive weeks preceding the day of sale and after giving notice to Grantor and to any subordinate lienholder who has previously notified Beneficiary of the existence of a subordinate lien at least twenty (20) days prior to the sale, and no other notice of such sale shall be required. To the extent not prohibited by West Virginia law, Grantor waives all rights pursuant to West Virginia Code §38-1-10 and §38-1-11, as amended, to require Trustee to post a bond before making any sale or receiving any of the proceeds of such sale under this Deed of Trust. Trustee is not required to be present at such sale and may appoint an agent or attorney in his or her place to conduct any sale. Out of the proceeds of such sale Trustee shall pay, first, the costs and expenses of executing this Deed of Trust, together with an amount equal to five percent (5%) of the gross proceeds of sale to Trustee, or to the one so acting, as the Trustee's commission hereunder; second to Beneficiary and Trustee all moneys which they or either of them may have paid for taxes, assessments or other governmental charges or fees, insurance, repairs, court costs, and all other costs and expenses incurred or paid under the provisions of this Deed of Trust, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment; third to Beneficiary the full amount due and unpaid on the Note and all other indebtedness hereby secured, together with all interest accrued thereon to date of payment; and fourth, the balance, if any, to Grantor, its successors or assigns, upon delivery of and surrender to the purchaser or purchasers of possession of the Property less the expense, if any, of obtaining such possession. This Deed of Trust shall, with respect to all items of personal property and fixtures subject to the lien hereof, be deemed to grant a security interest to Beneficiary under the Uniform Commercial Code of West Virginia (the "Code"). In the event of the occurrence of any Event of Default, in addition to the rights, remedies and powers hereinabove set forth, Beneficiary and Trustee shall have as to any and all fixtures and personal property covered by this Deed of Trust, all rights, remedies and powers of a secured party under the Code. This Deed of Trust is to be recorded in the real estate records of each county where the Property is located to serve as a fixture filing. Grantor also authorizes Beneficiary to file any financing statements in the appropriate filing offices necessary to perfect or evidence the liens granted by this Deed of Trust.

(d) The parties hereto agree that any sale hereunder may be adjourned from time to time without notice other than oral proclamation of such adjournment at the time and place of sale, or at the time and place of any adjourned sale.

11. The parties hereto agree that Beneficiary may, at any time and from time to time hereafter, without prior notice, appoint and substitute another Trustee or Trustees, corporations or persons, in place of the Trustee herein named to execute this trust. Upon such appointment, either with or without a conveyance to the substituted Trustee or Trustees by the Trustee herein named, or by any substituted Trustee in case the right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, titles, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustee herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustee who is named herein within the meaning of this Deed of Trust, and substituted in her place and stead. Each such appointment and substitution shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this Deed of Trust, and the description of the Property herein described, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the Clerk of the County Commission of the County wherein the Property is located, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, and notice of such proper substitution and appointment to all parties in interest.

12. In the event foreclosure proceedings are instituted under the terms and provisions of this Deed of Trust, but are not completed, Trustee shall be entitled to charge and collect the necessary costs and expenses incurred by her or her successor.

13. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT THIS DEED OF TRUST IS GIVEN TO SECURE FUTURE ADVANCES OR EXTENSIONS OF CREDIT WITH INTEREST THEREON WHICH THE SECURED PARTY SHALL MAKE TO GRANTOR FROM TIME TO TIME. All advances, made at the time of recording hereof or to be made in the future, are secured by this Deed of Trust as if made on the date of recording hereof. However, the aggregate maximum principal amount of the indebtedness secured hereunder at any one time outstanding shall not exceed the sum of Five Million and 00/100 Dollars ($5,000,000.00). THE FUTURE ADVANCES TO BE SECURED BY THIS CREDIT LINE DEED OF TRUST ARE INTENDED TO BE OBLIGATORY FOR PURPOSES OF WEST VIRGINIA CODE §38-1-14(a)(3).

14. A copy of any notice of Trustee's sale under this Deed of Trust shall be served on Grantor by certified mail, return receipt requested, directed to Grantor at the address stated below or such other address given to Beneficiary in writing by Grantor, subsequent to the execution and delivery of this Deed of Trust. Any other notice under this Deed of Trust shall be effective upon the deposit of such notice, in writing, in the regular United States mail, postage prepaid, addressed to the party or parties who receive such notice at the following addresses or at such other addresses any such party may give to the other parties in writing. Any notice of a subordinate lien, any notice of other liens pursuant to West Virginia Code § 38-1-4 and § 38-1-14 or other notice may be served on Beneficiary at its address below:

<u>To Grantor</u>:

TenX Group LLC
1900 Campus Commons Drive
Suite 100
Reston, VA 20191
Attn: James V. Punelli, Manager

To Beneficiary:

West Virginia Economic Development Authority
NorthGate Business Park
180 Association Drive
Charleston, West Virginia 25311-1217
Attn: Executive Director

To Trustee:

Spilman, Thomas & Battle, PLLC
P. O. Box 273
Charleston, West Virginia 25321-0273
Attn: Joyce F. Ofsa

15. The parties hereto further agree that the words "it" or "its" when used in this Deed of Trust, shall, when required by the context hereof, be taken to refer to and to mean, the Grantor herein, whether one or more in number, and whether individual, partnership, firm or corporation; that the word "Trustee" shall include all Trustees if more than one Trustee is named herein. It is further agreed that the words "note," "Note," "obligation" or "indebtedness" shall include any and all notes or obligations, if more than one, secured by this Deed of Trust; and singular or plurals of words where the same meaning is intended shall not affect the validity of this Deed of Trust.

16. In the event two or more Trustees are named herein, or in the event two or more substitute Trustees are appointed under the provisions of paragraph 11 above, any one or more of such Trustee or substitute Trustee may act in the execution of this trust with the full power and authority granted hereunder. The Trustee herein may act by agent or attorney in the execution of this trust and it shall not be necessary for the Trustee to be present in person at any foreclosure sale conducted hereunder.

17. Inasmuch as the parties intend that this Deed of Trust shall, among other things, constitute a fixture financing statement, the undersigned sets forth the following:

(a) The debtor is TenX Group LLC, and its address is as set forth in Paragraph 14 above.

(b) The secured party is the Beneficiary, West Virginia Economic Development Authority, and its address is as set forth in Paragraph 14 above.

(c) The property concerned is described in Exhibit A attached hereto and made a part hereof, and the record holder thereof is the Grantor.

(d) THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE PROPERTY.

18. Any failure on the part of Beneficiary or Trustee to exercise any option herein provided shall not be construed as a waiver of any rights or privileges contained herein.

19. The parties hereto agree that if any term or provision of this Deed of Trust contravenes any law of the State of West Virginia or any other applicable law or regulation, such term or provision is hereby amended and modified to conform to such law or regulation.

20. The parties hereto agree that all covenants, agreements, representations and warranties made herein shall extend to, bind, and inure to the benefit of the heirs, devisees, personal representatives, successors and assigns of the parties hereto.

21. If there shall be any inconsistencies between the terms, covenants, conditions and provisions set forth in this Deed of Trust and the terms, covenants, conditions and provisions set forth in the Loan Agreement, then, unless this Deed of Trust expressly provides otherwise, the terms, covenants, conditions and provisions of the Loan Agreement shall prevail.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the managers of TenX Group LLC, a Delaware limited liability company, has caused this Deed of Trust to be executed effective as of the day and year first above written.

TENX GROUP LLC,
a Delaware limited liability company

By: ______________________________
James V. Punelli
Title: Manager

By: ______________________________
Raymond C. Jones
Title: Manager

STATE OF West Virginia

COUNTY OF Hardy, to-wit:

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by James V. Punelli, the Manager of TenX Group LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: July 25 2021

Notary Public

[SEAL]

OFFICIAL SEAL
Notary Public, State of West Virginia
SHARON MICHAEL
PO Box 119
204 North Elm Street
Moorefield, WV 26836
My commission expires July 25, 2021

STATE OF West Virginia

COUNTY OF Hardy, to-wit:

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by Raymond C. Jones, the Manager of TenX Group LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: July 25 2021

Notary Public

[SEAL]

OFFICIAL SEAL
Notary Public, State of West Virginia
SHARON MICHAEL
PO Box 119
204 North Elm Street
Moorefield, WV 26836
My commission expires July 25, 2021

This instrument prepared by Elizabeth A. Benedetto, Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301; (304) 340-3800.

5119328 (1916.756)

EXHIBIT A

Real Property Description

(See Attached)

DESCRIPTION OF SURVEY FOR MOOREFIELD TRAINING CENTER

689.40 ACRES – PART OF TAX MAP 203 PARCEL 8 BOTH SIDES OF COUNTY ROUTE 220/8

A tract of land in Moorefield District, Hardy County, West Virginia situated 2.1 miles west of Old Fields, WV on the both sides of County Route 220/8, on the drains of Anderson Run and being more particularly described as follows: (All bearings are WV State Plane Grid North Zone)

BEGINNING at a 5/8" rebar capped Lantek found in fence on the south side of Corridor H being 330 feet from center and corner to Kennie Crites Heirs DB 80/262, thence leaving Crites and with Corridor H right of way for 2 calls

S 77° 26' 15" E 1393.08 feet to a 3/4" rebar found 334 feet south from Corridor H centerline, thence

S 40° 00' 35" E 396.18 feet to a 1" rebar found on the southwest base of a 6" fence post 461 feet southwest from Corridor H centerline and corner to a Wetland Area DB244/608, thence leaving the Corridor H right of way and with the Wetland Area for 3 calls

S 14° 52' 14" W 578.00 feet to a 5/8"x30" capped rebar set, thence

S 45° 35' 21" W 1139.65 feet to a 1" rebar found, thence

S 44° 26' 20" E 324.57 feet to a ¾" rebar found capped WVDOT, corner to WVDOH DB 287/63 non-controlled right of way, thence leaving the Wetland and with non-controlled right of way for 2 calls

S 50° 49' 37" E 975.05 feet to a ¾" capped WVDOT rebar found on a flat ridge, thence

S 82° 03' 33" E 1110.87 feet to a 3/4" capped WVDOT rebar found, corner to WVDOH controlled right of way for Corridor H in DB 287/67, thence leaving non-controlled right of way and with controlled right of way

S 31° 18' 33" W crossing a run at 409 feet and in all 517.51 to a 5/8" rebar found, thence leaving Corridor H right of way and with new division lines through Rennick Williams

S 87° 09' 56" W 186.76 feet to a 5/8"x30" capped rebar set by a metal fence post 30 feet south of a drain, thence

S 84° 49' 41" W 150.09 feet to a 5/8"x30" capped rebar set by a metal fence post 12 feet south of a drain, thence

S 66° 33' 09" W 368.34 feet to a 5/8"x30" capped rebar set by a metal fence post 65 feet south of a drain, thence

S 74° 58' 39" W 621.33 feet to a 5/8"x30" capped rebar set by a metal fence post 75 feet south of a drain, thence crossing said drain

N 68° 14' 53" W 259.95 feet to a 5/8"x30" capped rebar set 60 feet north of a drain, thence

S 80° 21' 52" W 354.61 feet to a 5/8"x30" capped rebar set by a metal fence post 35 feet north of County Route 220/8, thence crossing said road

S 77° 33' 13" W 298.13 feet to a 5/8"x30" capped rebar set by a metal fence post 27 feet south of said road, thence

S 62° 22' 57" W 294.96 feet to a 5/8"x30" capped rebar set by a metal fence post 40 feet north of a drain, thence crossing said drain

S 20° 31' 08" W 186.14 feet to a 5/8"x30" capped rebar set by a metal fence post 60 feet south of a drain, thence

S 41° 12' 44" W 285.99 feet to a 5/8"x30" capped rebar set by a metal fence post 40 feet south of a drain, thence

S 40° 48' 30" W 167.25 feet to a 5/8"x30" capped rebar set by a metal fence post 45 feet south of a drain, thence

S 40° 36' 17" W 211.92 feet to a 5/8"x30" capped rebar set 62 feet southeast of a drain in a boundary line of Michael L. Alt DB 214/492 and 17 feet northeast of a fence line with reference to a 5/8" rebar found and bearing S 61° 02' 57" E 2005.21 feet, thence leaving division lines and with original boundary lines and Alt (found fence line is not on boundary line)

N 61° 02' 57" W crossing a run at 70 feet and in all 1052.78 feet to a 5/8" capped rebar found in the intersection of fences, thence

S 59° 32' 08" W 2900.93 feet to a ¾" rebar found in a pine stump in a fence corner on a ridge line, corner to Brian D. Helmick DB 221/41 of the Walnut Bottom Hideaway Subdivision in Plat Book 2/121, thence leaving Alt and with owners of said subdivision being Helmick, John T. Fraley, II, Jeffrey G. Richardson, and Joseph Topper (see attached plat for corner identification)

S 36° 28' 26" W passing various corners to said subdivision lots and in all 3802.87 feet to a ¾" iron pipe found in a stone pile 100 feet northwest of the top of a flat ridge with 8" and 10" double chestnut oak, 8" red oak, and 4" gum pointers, corner to Kernie Crites Heirs DB 68/374, thence leaving Topper and said subdivision and with Crites Heirs

N 47° 17' 00" W passing a found marked 20" hickory at 681 feet and passing a 6" hickory (with old fence) on line at 1487.6 feet, and in all 2721.99 feet to a 5/8"x30" capped rebar set 4 feet northwest of a large boulder in a line of Margaret L. Woerner WB 29/5, thence leaving Crites Heirs and with Woerner and near an old found fence line

N 04° 45' 00" E 1412.42 feet to a metal fence post set in the base of a fence corner post 683 feet southeast of Corridor H centerline, (original corner called for 2 white oaks) corner to Doug Veach, now WVDOH in DB 288/555 (WVDOH establisher a corner some 63.70 feet away when purchasing property from Woerner, Veach, and Williams which does not agree with field evidence and is shown on the attached plat), thence leaving Woerner and Veach and with WVDOH property purchased from Rennick Williams for non-controlled right of way

N 74° 49' 48" E 63.70 feet to a ¾" capped rebar found, thence

N 37° 46' 13" E crossing a sediment pond and in all 994.83 feet to a ¾" capped rebar found on the southeast side of an old woods road, thence

N 52° 55' 42" E crossing an access road at 209 feet and in all 502.47 feet to a ¾" capped rebar found 14 feet northeast of an old woods road, thence partially along a constructed fence

N 62° 05' 36" E 3421.72 feet to a 5/8"x30" capped rebar set in a found marked line of Darley D. Smith DB 225/30, thence leaving WVDOH right of way and with Smith for 2 calls

S 34° 56' 00" E passing a 14" white oak found marked centerline at 110 feet and in all 430.66 feet to a ½" rebar found with 28" white oak and 18" hickory pointers, 8 feet north of a drain and 30 feet northeast of a woods road, thence

N 34° 42' 13" E 790.69 feet to a 5/8"x30" capped rebar set, corner to WVDOH non-controlled right of way purchased from Rennick Williams, thence leaving Smith and with said right of way lines

S 72° 22' 03" E 284.94 feet to a 5/8"x30" capped rebar set, thence

S 22° 44' 49" W 274.41 feet to a 3/4" capped rebar found, thence

S 61° 33' 16" E 104.19 feet to a ¾" capped rebar found on the northwest side of County Route 220/8, thence crossing said road

S 61° 36' 28" E 30.47 feet to a ¾" capped rebar found on the southeast side of said road, thence

S 55° 41' 13" E 28.72 feet to a ¾" capped rebar found, thence

N 39° 41' 59" E 348.83 feet to a ¾" capped rebar found, thence

S 73° 06' 59" E 178.43 feet to a 5/8"x30" capped rebar set in the old boundary line between Williams and Kennie Crites Heirs DB 80/262 and in WVDOH right of way with a found ¾" capped rebar bearing S 73° 06' 59" E 313.75 feet, thence leaving WVDOH right of way and with original lines of Crites Heirs

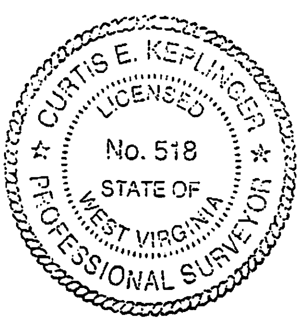
S 43° 29' 46" E passing a 5/8" rebar found capped Lantek at 57.46 feet and 542.44 feet, crossing a run and in all 613.00 feet to a 5/8"x30" capped rebar set on the southeast side of County Route 220/8, thence

N 64° 24' 08" E crossing into said road and in all 502.38 feet to a 5/8"x30" capped rebar set in a found large oak stump (called for red oak in original deed) on the northwest side of County Route 220/8, 15 feet from center, thence

N 61° 19' 15" E 5.34 feet to a 5/8" rebar found capped Lantek, thence

N 30° 43' 34" E crossing a run and passing a 5/8" rebar found capped Lantek on line at 1591.26 feet and in all 3217.79 feet to the **BEGINNING** containing 689.40 acres more or less as surveyed in October 2009 by L & W Enterprises, Inc. of Petersburg, WV and as shown on a plat attached hereto and made a part of this description.

Being part of the land from Effie S. P. Maphis and Donald W. Maphis to Rennick C. Williams and Betty P. Williams by deed dated April 22, 1992 in deed book 218 page 211 recorded in the Office of the Clerk of Hardy County, West Virginia and taxed as part of parcel 8 on tax map 203.



Curtis E. Keplinger

Signed Curtis E. Keplinger, PS # 518
For L & W Enterprises, Inc.

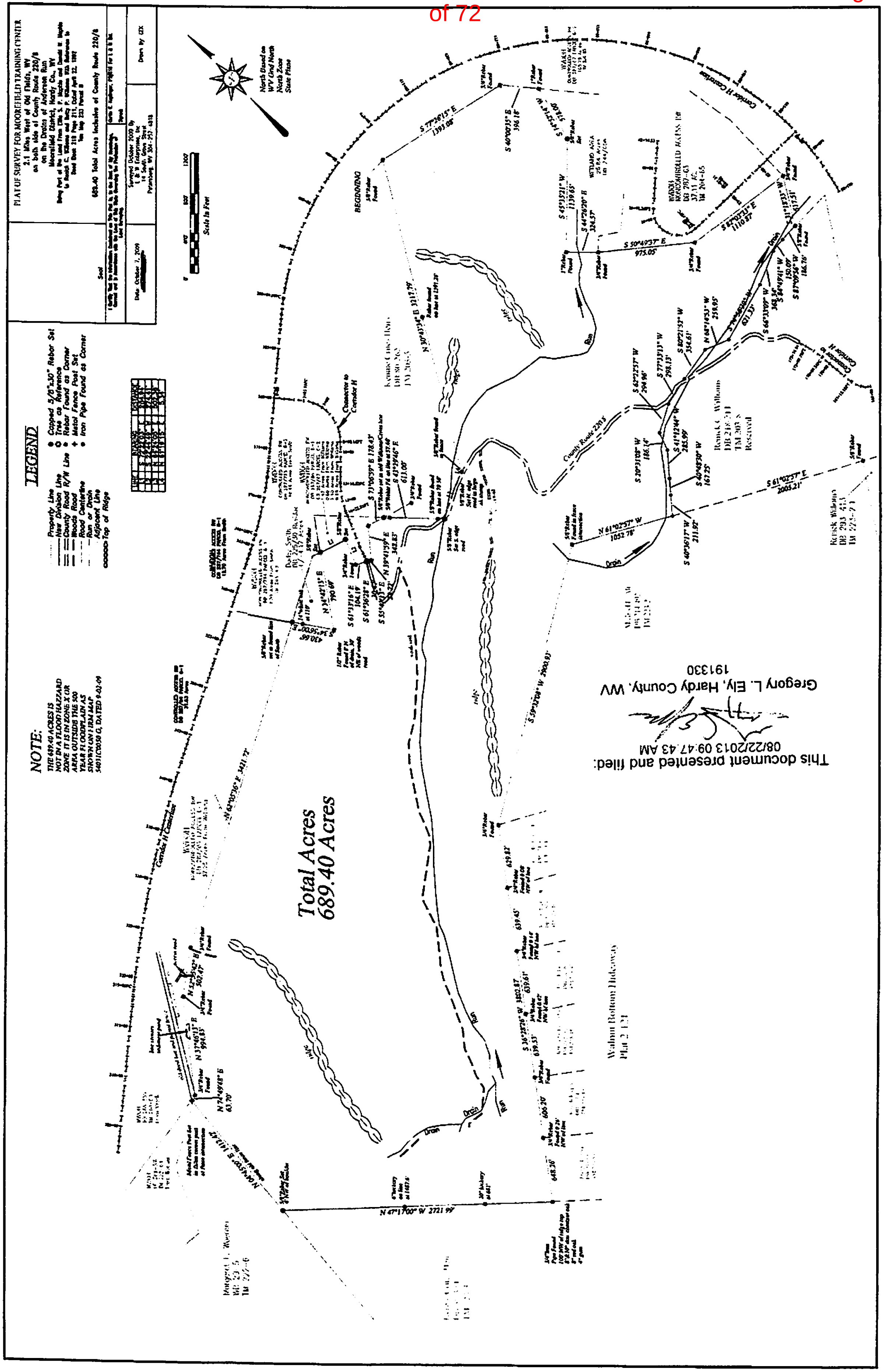

Total Acres
689.40 Acres
LEGEND
NOTE:
This document presented and filed:
08/22/2013 09:47:43 AM
Gregory L. Ely, Hardy County, WV
191330

Exhibit A-4

Collateral Assignment of Leases and Rents (recorded), effective August 21, 2013

WV ECONOMIC DEVELOPMENT AUTH
NORTH GATE BUSINESS PARK
180 ASSOCIATION DR
CHARLESTON, WV 25311-1217

BOOK 277 PAGE 181 (13) 191331

This instrument prepared by and upon recordation should be returned to: Elizabeth A. Benedetto, Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, West Virginia 25301; (304) 340-3861.

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS COLLATERAL ASSIGNMENT OF LEASES AND RENTS ("Assignment"), dated as of the 20th day of August, 2013, but intending to be effective as of the 21st day of August, 2013, by and between **TENX GROUP LLC**, a Delaware limited liability company ("Assignor"), and **WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY**, a West Virginia public corporation ("Assignee").

WITNESSETH:

NOW, THEREFORE, WITNESSETH, that for and in consideration of the covenants and agreements herein contained, which are not mere recitals but are an integral part hereof, the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Assignor does hereby collaterally grant, transfer, assign and pledge to Assignee and its successors and assigns, a security interest in and to Assignor's entire interest as landlord together with all rentals, income, profits and other monies due and which shall become due to Assignor under all existing and future leases relating to Assignor's right, title and interest in those certain tracts or parcels of real estate consisting of 689.40 acres, more or less, as described more particularly in Exhibit A attached hereto and incorporated herein by reference, together with the buildings and improvements thereon and all easements, rights and appurtenances related thereto, including attached buildings and improvements, all located in Moorefield District, Hardy County, West Virginia (the "Leased Premises"), and any and all amendments, extensions, modifications or revisions thereto, including, but not limited to, that certain Commercial Lease dated August 1, 2013 (the "Lease Agreement"), by and between Assignor and Panthera Training Center LLC, a Delaware limited liability company ("Tenant").

Hereinafter, the Lease Agreement and any current and future leases of all or any portion of the Leased Premises are collectively referred to as the "Leases."

2. The interest so assigned and pledged will secure the prompt and punctual payment when due of all principal, accrued interest and other payments due and owing on that certain term loan made by Assignee to Assignor in the principal amount of Five Million and 00/100 Dollars ($5,000,000.00), together with any amendments, modifications, renewals, extensions or refinancings thereof, as evidenced by that certain Promissory Note dated as of the date hereof, in the principal amount of Five Million and 00/100 Dollars ($5,000,000.00) (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Promissory Note"), made by Assignor and payable to Assignee. The Promissory Note is secured, among other things, by that certain Credit Line Deed of Trust and Fixture Filing dated as of the date hereof, granted by Assignor to Joyce F. Ofsa, as Trustee, for the benefit of Assignee (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Deed of Trust") and the Guaranties dated as of the date hereof (together with all amendments, renewals, extensions, substitutions and modifications thereof, collectively, the "Guaranties") of Global Matrix Corporation, a Virginia corporation, Pons Milvius LLC, a Delaware limited liability company, James V. Punelli and Raymond C. Jones (collectively, the "Guarantors") and this Assignment. All of the above is as set forth in that certain Loan Agreement among Assignor, Assignee and the Guarantors dated as of the date hereof (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Loan Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

3. This Assignment shall also secure the payment when due of the other charges set forth in said Promissory Note, Deed of Trust and Guaranties, including costs, expenses and sums advanced by Assignee or the holder of such Promissory Note for taxes, insurance and other obligations, including interest thereon, and all other costs and expenses of the assignee or such holder including reasonable attorneys' fees and costs incurred in enforcing

the obligations under the Promissory Note, the Deed of Trust or the Guaranties or in defending the rights granted to the holder herein.

4. It is expressly understood that this Assignment does not obligate Assignee to perform any of the obligations of Assignor as landlord under the terms of the Leases. It shall remain the responsibility of Assignor to perform any and all covenants and obligations of the landlord under the Leases and to otherwise keep the Leases in full force and effect.

5. So long as Assignor is not in default on any of the obligations described herein, Assignor may collect and receive all monies due to it and continue to enjoy the benefits to which it is entitled under the aforesaid Leases. In the event of any uncured default on the part of Assignor hereunder, then Assignee, or its designee, shall have the right forthwith to operate or sublet the Leased Premises, to collect and receive any rents, income, profits or other monies arising from the Leased Premises, to apply such rents, income, profits or other monies to payment of all necessary charges and expenses of operating, managing, or maintaining the premises, to apply any balances from the Leases upon the obligations herein described, to give any notices or make any demands as are necessary or appropriate under the Leases, to have a receiver appointed by any Court having jurisdiction with such powers as may be prescribed, and to exercise any other remedies which may be available. The exercise or non-exercise by Assignee of any of its options under this Assignment shall not be considered a waiver of any default by Assignor.

6. Assignee may direct Tenant and any other lessee, upon receipt of written notice from Assignee in the event of default beyond the applicable grace period on any of the obligations described herein, to pay Assignee all rentals, income, profits and other monies due and owing under the Leases, and to continue to do so until otherwise notified by Assignee.

7. Assignor does hereby warrant that this Assignment of the rentals, income, profits and other monies of the Leases creates a first priority lien encumbering the interests of Assignor as lessor under the Leases. Assignor further warrants that it will not, without the prior

written consent of Assignee, create or permit to exist or to be created any pledge or assignment of the Leases except this Assignment.

8. Assignor warrants that it is the sole owner of the Leases assigned by this Assignment; that the Leases are not now encumbered; that the Leases are valid and in full force and effect in accordance with their respective terms; that Tenant is not in default under any of the terms, conditions, or covenants of the Lease Agreement; that no rental payments have been assigned; that no rental payment for any period subsequent to the date of this Assignment has been paid in advance of the time when the same became due under the Leases; and that the Leases will not be altered, amended or modified in any material respect without the prior written consent of Assignee, which shall not be unreasonably withheld or delayed.

9. Nothing contained in this Assignment, nor any act done or committed by Assignee pursuant to the terms of this Assignment, shall be deemed a waiver by Assignee of any of the rights or remedies under the Loan Agreement.

10. Any provision of this Assignment which is prohibited or deemed to be unenforceable by the law of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Assignment and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. This Assignment shall be governed by the laws of the State of West Virginia and any disputes arising under this Assignment shall be resolved in the courts of West Virginia.

12. The provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized members or officers as of the date first written above.

TENX GROUP LLC,
a Delaware limited liability company

By: ______________________
Name: James V. Punelli
Its: Manager

By: ______________________
Name: Raymond C. Jones
Its: Manager

STATE OF West Virginia

COUNTY OF Hardy, to-wit:

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by James V. Punelli, the Manager of TenX Group LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: July 25, 2021.

____
Notary Public

[Notarial Seal]

OFFICIAL SEAL
Notary Public, State of West Virginia
SHARON MICHAEL
PO Box 119
204 North Elm Street
Moorefield, WV 26836
My commission expires July 25, 2021

STATE OF West Virginia

COUNTY OF Hardy, to-wit:

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by Raymond C. Jones, the Manager of TenX Group LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: July 25 2021.

Notary Public

[Notarial Seal]

OFFICIAL SEAL
Notary Public, State of West Virginia
SHARON MICHAEL
PO Box 119
204 North Elm Street
Moorefield, WV 26836
My commission expires July 25, 2021

WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY,
a West Virginia public corporation

By: David A. Warner
Name: David A. Warner
Its: Executive Director

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 20th day of August, 2013, by David A. Warner, the Executive Director of West Virginia Economic Development Authority, a West Virginia public corporation, on behalf of the corporation.

My commission expires: April 23, 2017.

Beverly S. Dolin
Notary Public

[Notarial Seal]

Official Seal
Notary Public
State of West Virginia
Beverly S. Dolin
226 4th Avenue
South Charleston, WV 25303-1539
My commission expires April 23, 2017

This instrument was prepared by and upon recordation should be returned to Elizabeth A. Benedetto, Spilman Thomas & Battle, PLLC, P. O. Box 273, Charleston, West Virginia 25321; (304) 340-3861.

5111984 (1916.756)

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

(See Attached)

DESCRIPTION OF SURVEY
FOR
MOOREFIELD TRAINING CENTER

689.40 ACRES – PART OF TAX MAP 203 PARCEL 8
BOTH SIDES OF COUNTY ROUTE 220/8

A tract of land in Moorefield District, Hardy County, West Virginia situated 2.1 miles west of Old Fields, WV on the both sides of County Route 220/8, on the drains of Anderson Run and being more particularly described as follows: (All bearings are WV State Plane Grid North Zone)

BEGINNING at a 5/8" rebar capped Lantek found in fence on the south side of Corridor H being 330 feet from center and corner to Kennie Crites Heirs DB 80/262, thence leaving Crites and with Corridor H right of way for 2 calls

S 77° 26' 15" E 1393.08 feet to a 3/4" rebar found 334 feet south from Corridor H centerline, thence

S 40° 00' 35" E 396.18 feet to a 1" rebar found on the southwest base of a 6" fence post 461 feet southwest from Corridor H centerline and corner to a Wetland Area DB244/608, thence leaving the Corridor H right of way and with the Wetland Area for 3 calls

S 14° 52' 14" W 578.00 feet to a 5/8"x30" capped rebar set, thence .

S 45° 35' 21" W 1139.65 feet to a 1" rebar found, thence

S 44° 26' 20" E 324.57 feet to a ¾" rebar found capped WVDOT, corner to WVDOH DB 287/63 non-controlled right of way, thence leaving the Wetland and with non-controlled right of way for 2 calls

S 50° 49' 37" E 975.05 feet to a ¾" capped WVDOT rebar found on a flat ridge, thence

S 82° 03' 33" E 1110.87 feet to a 3/4" capped WVDOT rebar found, corner to WVDOH controlled right of way for Corridor H in DB 287/67, thence leaving non-controlled right of way and with controlled right of way

S 31° 18' 33" W crossing a run at 409 feet and in all 517.51 to a 5/8" rebar found, thence leaving Corridor H right of way and with new division lines through Rennick Williams

S 87° 09' 56" W 186.76 feet to a 5/8"x30" capped rebar set by a metal fence post 30 feet south of a drain, thence

S 84° 49' 41" W 150.09 feet to a 5/8"x30" capped rebar set by a metal fence post 12 feet south of a drain, thence

S 66° 33' 09" W 368.34 feet to a 5/8"x30" capped rebar set by a metal fence post 65 feet south of a drain, thence

S 74° 58' 39" W 621.33 feet to a 5/8"x30" capped rebar set by a metal fence post 75 feet south of a drain, thence crossing said drain

N 68° 14' 53" W 259.95 feet to a 5/8"x30" capped rebar set 60 feet north of a drain, thence

S 80° 21' 52" W 354.61 feet to a 5/8"x30" capped rebar set by a metal fence post 35 feet north of County Route 220/8, thence crossing said road

S 77° 33' 13" W 298.13 feet to a 5/8"x30" capped rebar set by a metal fence post 27 feet south of said road, thence

S 62° 22' 57" W 294.96 feet to a 5/8"x30" capped rebar set by a metal fence post 40 feet north of a drain, thence crossing said drain

S 20° 31' 08" W 186.14 feet to a 5/8"x30" capped rebar set by a metal fence post 60 feet south of a drain, thence

S 41° 12' 44" W 285.99 feet to a 5/8"x30" capped rebar set by a metal fence post 40 feet south of a drain, thence

S 40° 48' 30" W 167.25 feet to a 5/8"x30" capped rebar set by a metal fence post 45 feet south of a drain, thence

S 40° 36' 17" W 211.92 feet to a 5/8"x30" capped rebar set 62 feet southeast of a drain in a boundary line of Michael L. Alt DB 214/492 and 17 feet northeast of a fence line with reference to a 5/8" rebar found and bearing S 61° 02' 57" E 2005.21 feet, thence leaving division lines and with original boundary lines and Alt (found fence line is not on boundary line)

N 61° 02' 57" W crossing a run at 70 feet and in all 1052.78 feet to a 5/8" capped rebar found in the intersection of fences, thence

S 59° 32' 08" W 2900.93 feet to a ¾" rebar found in a pine stump in a fence corner on a ridge line, corner to Brian D. Helmick DB 221/41 of the Walnut Bottom Hideaway Subdivision in Plat Book 2/121, thence leaving Alt and with owners of said subdivision being Helmick, John T. Fraley, II, Jeffrey G. Richardson, and Joseph Topper (see attached plat for corner identification)

S 36° 28' 26" W passing various corners to said subdivision lots and in all 3802.87 feet to a ¾" iron pipe found in a stone pile 100 feet northwest of the top of a flat ridge with 8" and 10" double chestnut oak, 8" red oak, and 4" gum pointers, corner to Kernie Crites Heirs DB 68/374, thence leaving Topper and said subdivision and with Crites Heirs

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N 37° 46' 13" E crossing a sediment pond and in all 994.83 feet to a ¾" capped rebar found on the southeast side of an old woods road, thence

N 52° 55' 42" E crossing an access road at 209 feet and in all 502.47 feet to a ¾" capped rebar found 14 feet northeast of an old woods road, thence partially along a constructed fence

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S 34° 56' 00" E passing a 14" white oak found marked centerline at 110 feet and in all 430.66 feet to a ½" rebar found with 28" white oak and 18" hickory pointers, 8 feet north of a drain and 30 feet northeast of a woods road, thence

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S 61° 36' 28" E 30.47 feet to a ¾" capped rebar found on the southeast side of said road, thence

S 55° 41' 13" E 28.72 feet to a ¾" capped rebar found, thence

N 39° 41' 59" E 348.83 feet to a ¾" capped rebar found, thence

S 73° 06' 59" E 178.43 feet to a 5/8"x30" capped rebar set in the old boundary line between Williams and Kennie Crites Heirs DB 80/262 and in WVDOH right of way with a found ¾" capped rebar bearing S 73° 06' 59" E 313.75 feet, thence leaving WVDOH right of way and with original lines of Crites Heirs

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N 61° 19' 15" E 5.34 feet to a 5/8" rebar found capped Lantek, thence

N 30° 43' 34" E crossing a run and passing a 5/8" rebar found capped Lantek on line at 1591.26 feet and in all 3217.79 feet to the **BEGINNING** containing 689.40 acres more or less as surveyed in October 2009 by L & W Enterprises, Inc. of Petersburg, WV and as shown on a plat attached hereto and made a part of this description.

Being part of the land from Effie S. P. Maphis and Donald W. Maphis to Rennick C. Williams and Betty P. Williams by deed dated April 22, 1992 in deed book 218 page 211 recorded in the Office of the Clerk of Hardy County, West Virginia and taxed as part of parcel 8 on tax map 203.

CURTIS E. KEPLINGER
LICENSED
No. 518
STATE OF
WEST VIRGINIA
PROFESSIONAL SURVEYOR

Curtis E. Keplinger

Signed Curtis E. Keplinger, PS # 518
For L & W Enterprises, Inc.

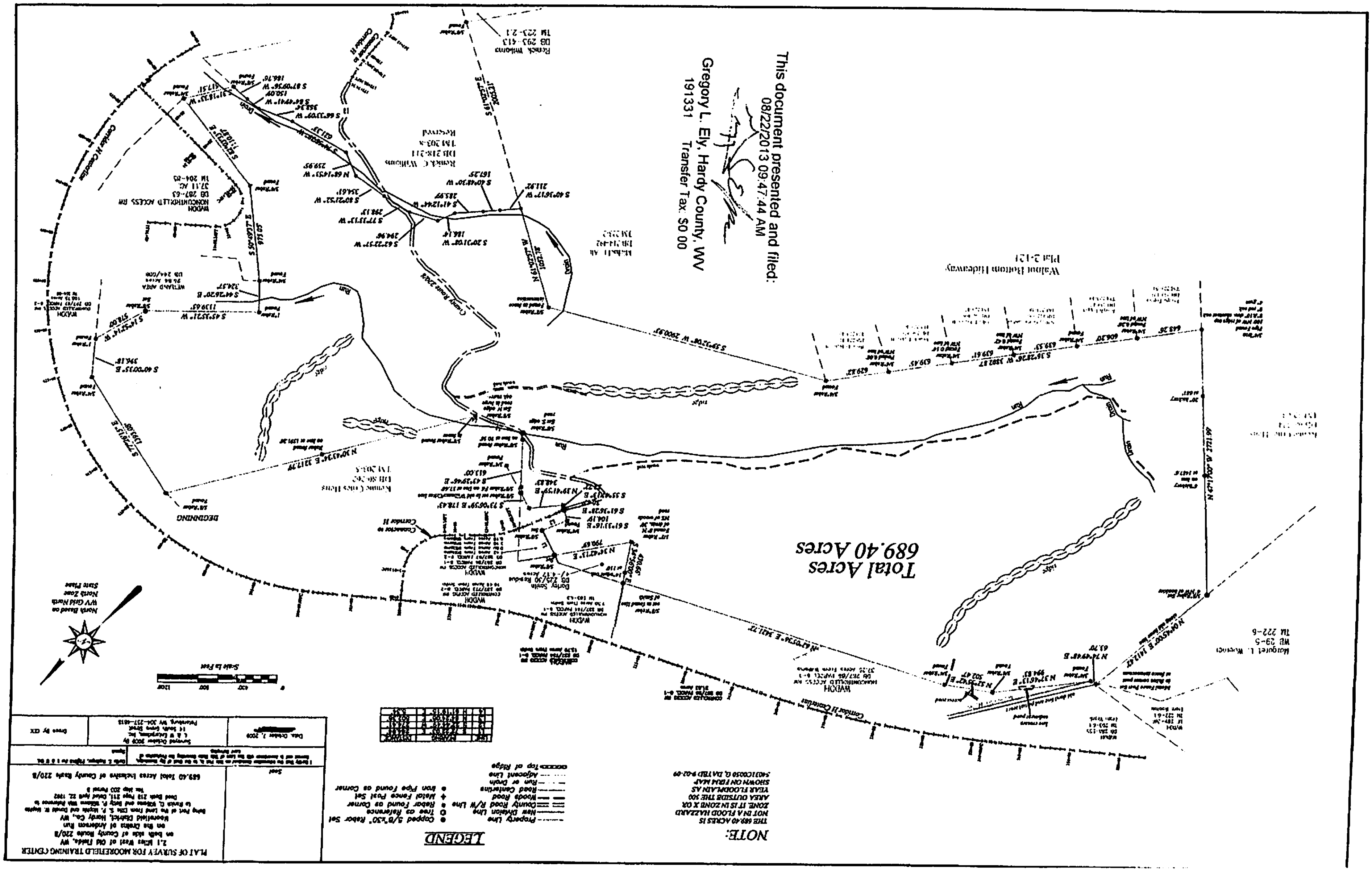
This document presented and filed:
08/22/2013 09:47:44 AM
Gregory L. Ely, Hardy County, WV
191331 Transfer Tax: $0.00
689.40 Acres
Total Acres

Exhibit A-5

Loan Agreement dated July 2, 2014

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated as of the 2nd day of July, 2014, by and among **TENX GROUP LLC**, a Delaware limited liability company ("Borrower"), the **WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY**, a West Virginia public corporation ("WVEDA"), **GLOBAL MATRIX CORPORATION**, a Virginia corporation ("Global Matrix"), **PONS MILVIUS LLC**, a Delaware limited liability company ("Pons Milvius" and together with Global Matrix, the "Company Guarantors"), **JAMES V. PUNELLI** and **RAYMOND C. JONES** (collectively, the "Personal Guarantors" and together with the Company Guarantors, collectively, the "Guarantors").

WHEREAS, by a Deed dated April 17, 2014, by and between Donnie L. Pratt, as grantor, and Borrower, as grantee, Borrower has acquired that certain parcel or tract of real property consisting of 58.09 acres, more or less, located in Moorefield District, Old Fields, Hardy County, West Virginia and described more particularly as "Tract One" in Exhibit A attached hereto and incorporated herein by reference (the "Pratt Property") for the sum of $152,000;

WHEREAS, the Pratt Property is adjacent to that certain parcel or tract of real property consisting of 689.40 acres, more or less, located at 2506 Fish Pond Road in Moorefield District, Old Fields, Hardy County, West Virginia and described more particularly as "Tract Two" in Exhibit A attached hereto and incorporated herein by reference (the "Training Facility Property" and together with the Pratt Property and all buildings, improvements and structures located thereon, the "Property");

WHEREAS, Borrower owns a security operations training facility which is located on the Training Facility Property (the "Training Facility");

WHEREAS, Borrower leases the Training Facility to its wholly-owned subsidiary, Panthera Training Center LLC, a Delaware limited liability company ("Panthera"), pursuant to the terms of a Commercial Lease dated August 1, 2013, between Borrower, as lessor, and Panthera, as lessee (the "Lease Agreement");

WHEREAS, Borrower has constructed certain improvements at the Training Facility which include, without limitation, a two-story 6,000 square foot live-fire assault house, a fully-covered 50 yard shooting range, a "combat" town training area, an expanded armory complex, new classrooms including a hand-to-hand combat "mat room" and certain drainage and road repairs and other improvements (collectively, the "Training Facility Improvements"), to expand the services offered at the Training Facility;

WHEREAS, Borrower has applied to WVEDA for a loan in the maximum principal amount of $1,871,505 to be used to permanently finance a portion of the costs to (i) acquire the Pratt Property and (ii) construct, install and equip the Training Facility Improvements (collectively, the "Project");

WHEREAS, a loan in the amount of 1,871,505 was approved by WVEDA upon those terms and conditions set forth in WVEDA's loan commitment letter dated April 17, 2014, as supplemented by its final approval letter to Borrower dated May 29, 2014, both of which are incorporated herein by reference in their entirety (collectively, the "Commitment");

WHEREAS, the Training Center Improvements were constructed by Howard Shockey & Sons, Inc., a Virginia based general contractor with its principal offices located in Winchester, Virginia ("HSS");

WHEREAS, to permanently finance a portion of the costs of the Project, HSS has agreed to convert a portion of its account receivable due and owing by Borrower for work completed by HSS on the Training Center Improvements to a five-year term loan in the principal amount of $1,812,144.01 (the "HSS Loan"), to be evidenced by a Deed of Trust Note dated as of the date hereof, made by Borrower and Panthera and payable to the order of HSS in the principal amount of $1,812,144.01 (the "HSS Note");

WHEREAS, the total cost of the Project is at least $4,158,901;

WHEREAS, Borrower has contributed at least $475,251.99 of equity towards the Project; and

WHEREAS, Borrower represents and warrants to WVEDA that all proceeds from the WVEDA Loan (as hereinafter defined) shall serve as permanent financing for the Project.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual covenants and agreements herein contained, the parties hereto covenant and agree to and with each other as follows:

A. <u>Financing</u>

WVEDA agrees to make a loan to Borrower to permanently finance a portion of the costs of the Project, under the following terms:

1. WVEDA shall make a loan to Borrower (the "WVEDA Loan"), evidenced by a negotiable promissory note (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "WVEDA Note") in the principal amount of One Million Eight Hundred Seventy-One Thousand Five Hundred Five and 00/100 Dollars ($1,871,505.00), with a term of fifteen (15) years, bearing interest at a rate set at Closing equal to the rate from the previous business day of a 20-year term U. S. Treasury Security plus three-

fourths percent (0.75%), as such rate is stated in the Daily Treasury Yield Curve Rates section of the U. S. Treasury official website (www.ustreas.gov).

2. The WVEDA Loan shall be repaid in consecutive monthly installments over a period of one hundred eighty (180) months bearing interest at the rate fixed at Closing and amortized over the entire term of the WVEDA Loan. The first monthly installment shall be due thirty (30) days from the date of the WVEDA Note and monthly installments shall be paid on the same day of each succeeding month thereafter until the 180th and final installment, at which time all principal and accrued interest shall be due and payable by Borrower in full. The WVEDA Loan may be pre-paid, in whole or in part, at any time, without penalty.

3. Any payment due to WVEDA under this Agreement or the WVEDA Note and not made within ten (10) days of its due date may be subject to a late charge equal to five percent (5%) of the monthly payment due. An additional five percent (5%) may be charged for each successive month the payment remains past due. This late payment charge shall apply individually to all payments due and there shall be no daily pro-rata adjustment. All late charges accrue to the benefit of WVEDA and are in addition to, not in lieu of, the continuing accrual of interest.

4. The WVEDA Loan shall not represent more than forty-five percent (45.0%) of the total cost of the Project.

5. The proceeds of the WVEDA Loan shall be used by Borrower only as permanent financing for the Project and not as construction or working capital financing.

6. At Closing, WVEDA shall disburse the proceeds of the WVEDA Loan pursuant to proper wiring instructions received from Borrower.

7. For purposes of this Agreement and all documents referred to herein, the term "Closing" shall mean the date of this Agreement.

B. Security Interests

1. Borrower shall grant WVEDA a deed of trust lien in the Property, together with all improvements and fixtures thereto, and all appurtenances thereunto appertaining, by proper credit line deed of trust and fixture filing (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "WVEDA Deed of Trust") to secure all principal, accrued interest and other sums due and owing to WVEDA under the WVEDA Loan and the performance of all obligations of Borrower and Guarantors under the WVEDA Loan Documents (as hereinafter defined).

2. Borrower shall grant WVEDA a security interest in all existing and future leases and all rents, issues and profits relating to or arising from the Property, by proper Collateral Assignment of Leases and Rents (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "WVEDA Lease Assignment"), to secure the payment of all principal, accrued interest and other sums due and owing to WVEDA under the WVEDA Loan and the performance of all obligations of Borrower and Guarantors under the WVEDA Loan Documents.

3. Borrower shall cause Guarantors to jointly and severally, irrevocably, unconditionally and absolutely guarantee payment of the WVEDA Loan and Borrower's and Guarantors' performance under the terms and conditions of this Agreement and the other WVEDA Loan Documents pursuant to the terms of those certain Guaranties dated as of the date hereof, by and between each Guarantor and WVEDA (together with all amendments, renewals, extensions, substitutions and modifications thereof, collectively, the "WVEDA Guaranties").

C. Conditions Precedent to Financing

The obligation of WVEDA to make the loan herein contemplated is subject to the following conditions precedent:

1. Delivery of resolutions duly adopted by Borrower and each Company Guarantor approving the WVEDA Loan, the performance of this Agreement and the transactions contemplated herein, accompanied by a certification of the managers, members or authorized officer of Borrower and each Company Guarantor stating that such resolutions are true and correct, have not been altered, amended or repealed, and are in full force and effect.

2. Execution and delivery (and as appropriate, filing, registration or recordation) of all documents evidencing the WVEDA Loan and creating the liens and security interests contemplated herein, including, but not limited to, this Loan Agreement, the WVEDA Note, the WVEDA Deed of Trust, the WVEDA Lease Assignment and the WVEDA Guaranties (collectively, the "WVEDA Loan Documents").

3. Delivery of an opinion of counsel to Borrower and Guarantors which addresses such matters required by WVEDA of Borrower and Guarantors with respect to the transactions contemplated herein and in the other WVEDA Loan Documents, which shall be in form and substance satisfactory to WVEDA in its sole discretion.

4. Delivery of certificates of insurance which evidence that the insurance policies required by this Agreement, the Commitment and any of the other WVEDA Loan Documents have been obtained and are in full force and effect as of the date hereof.

5. Delivery of a Certificate of Good Standing for Borrower and Panthera from the West Virginia Bureau of Employment Programs for unemployment coverage from the Unemployment Compensation Division.

6. Delivery of evidence of workers' compensation coverage for Panthera.

7. Delivery of Borrower's Certificate of Formation, certified by its managers.

8. Delivery of Borrower's Operating Agreement, certified by its managers.

9. Delivery of a Certificate of Existence for Borrower issued by the Secretary of State of the State of Delaware.

10. Delivery of a Certificate of Authority for Borrower issued by the Secretary of State of the State of West Virginia.

11. Delivery of Global Matrix's Articles of Incorporation, certified by its corporate secretary or other authorized officer.

12. Delivery of Global Matrix's Bylaws, certified by its corporate secretary or other authorized officer.

13. Delivery of a Certificate of Good Standing for Global Matrix issued by the Virginia State Corporation Commission.

14. Delivery of Pons Milvius' Certificate of Formation, certified by its manager.

15. Delivery of Pons Milvius' Operating Agreement, certified by its manager.

16. Delivery of a Certificate of Existence for Pons Milvius issued by the Secretary of State of the State of Delaware.

17. Delivery of the financial statements of Borrower and Guarantors, in form and substance acceptable to WVEDA.

18. Execution and delivery of a certificate from Borrower certifying that the Project is complete, the Training Center Improvements are structurally sound and fully operational and the equity contribution of Borrower to the Project is at least $475,251.99.

19. Delivery of a copy of the recorded Deed conveying title to the Pratt Property to Borrower.

20. Delivery of a copy of the legal description for the Property.

21. Delivery of a title insurance policy for the Property, in form and substance satisfactory to WVEDA in its sole discretion, without any exceptions as to survey or mechanic's liens.

22. Either a certificate of flood insurance or a certification by a registered engineer or licensed surveyor that the Property is outside the 100-year flood plain.

23. Delivery of an executed copy of the Lease Agreement between Borrower and Panthera, the terms of which must be satisfactory to WVEDA in its sole discretion both as to form and substance.

24. Execution and delivery by Panthera of a Consent, Estoppel, Subordination, Nondisturbance and Attornment Agreement.

25. Delivery of copies of all invoices for the Project.

26. Delivery of copies of the HSS Note and all security and other related documents.

27. Receipt at Closing of the title insurance policy premium.

28. At or prior to Closing, payment of WVEDA's legal fees and expenses incurred in connection with the WVEDA Loan.

29. Such other documents, agreements, instruments or certificates as WVEDA may reasonably request.

D. <u>Representations and Warranties</u>

Borrower and Guarantors hereby represent and warrant to WVEDA as follows:

1. Borrower is a duly organized and validly existing limited liability company under the laws of the State of Delaware. All applicable fees and taxes have been timely paid by Borrower to the State of Delaware and the State of West Virginia, and Borrower is in good standing with the Delaware Secretary of State. The Borrower has the power and authority necessary to own its properties and to conduct its business as it is presently conducted in the State of Delaware and the State of West Virginia.

2. Each Company Guarantor is a duly organized and validly existing corporation or limited liability company under the laws of its respective state of formation or incorporation. All applicable fees and taxes have been timely paid by each Company Guarantor to its respective state of formation or incorporation, and each Company Guarantor is in good standing in its respective state of formation or incorporation.

3. The execution, delivery and performance of this Agreement and all other documents and writings referred to herein to which the Borrower is a party (a) are within Borrower's company powers, (b) have been duly authorized by Borrower and (c) are not in contravention of the law, the terms of its articles of organization, operating agreement or any indenture, agreement or undertaking to which Borrower is a party or by which Borrower is bound.

4. The execution, delivery and performance of this Agreement and all other documents and writings referred to herein to which each Company Guarantor is a party (a) are

within each of their company powers, (b) have been duly authorized by each Company Guarantor and (c) are not in contravention of the law, the terms of its respective articles of organization or articles of incorporation (as applicable), operating agreement or bylaws (as applicable) or any indenture, agreement or undertaking to which each Company Guarantor is a party or by which each Company Guarantor is bound.

5. Borrower's exact legal name is as set forth in this Agreement. Borrower has not been known as or used any other company, corporate, fictitious or trade name in the past, nor has it been the surviving entity of a merger of consolidation.

6. All information at any time furnished to WVEDA by Borrower and Guarantors concerning their respective financial condition or otherwise for the purpose of obtaining the WVEDA Loan has been prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of prior financial periods, is true and correct, and fairly discloses their respective financial condition as of the date of each such statement. There has been no material adverse change in Borrower's or any Guarantor's respective financial condition subsequent to the date of the most recent applicable financial statement supplied to WVEDA. Neither Borrower nor any Guarantor has any liabilities, contingent or otherwise, involving material amounts except as disclosed in such financial statements.

7. This Agreement constitutes, and any other document required to be given by Borrower or Guarantors hereunder will, when delivered, constitute its or his legal, valid and binding obligation enforceable against Borrower or Guarantors in accordance with the respective terms of such document, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws in effect from time to time affecting the rights of creditors generally

and except to the extent that the enforceability thereof may be limited by the application of general principles of equity.

6. No litigation or claim, including those for unpaid taxes, is pending or threatened against Borrower or any Guarantor and no other event has occurred which may materially affect adversely their respective financial condition or assets. Moreover, no material fact exists that has not been disclosed to WVEDA that would have a material adverse effect on the respective properties, business, prospects or financial condition of Borrower or any Guarantor.

7. To the best of Borrower's knowledge, no release of or other contamination by a "Hazardous Substance" (as defined in Section E.11.) has occurred at the Property and no condition, activity or conduct exists on or in connection with the Property which constitutes a violation of any "Environmental Laws" (as defined in Section E.11.).

8. Borrower or its lessee, Panthera, has obtained all necessary federal, state and local permits, licenses, authorizations and approvals for their present and intended use of the Property and the present and intended conduct of their respective businesses and operations.

E. <u>Affirmative Covenants</u>

So long as this Agreement is in effect and any part of the WVEDA Loan to Borrower is outstanding, Borrower and Guarantors shall:

1. Promptly inform WVEDA in writing of (a) all material adverse changes in Borrower's or any Guarantor's financial condition, and (b) all claims and all threatened litigation and claims relating to Borrower or any Guarantor which could materially affect its or his financial condition.

2. Upon prior written request and, in any case, within thirty (30) days after the close of each quarterly fiscal period, provide WVEDA with a copy of the unaudited or internal financial statements of Borrower, each Company Guarantor and Panthera. Each statement submitted to WVEDA must be signed by a duly authorized member or manager of the submitting entity and shall be prepared in accordance with generally accepted accounting principles consistently applied by its accountant. Borrower shall, and shall cause Panthera to, and each Company Guarantor shall provide to WVEDA annually, as soon as available, but in any event within one hundred twenty (120) days after the close of its respective fiscal year, a full and complete signed copy of its year-end audited financial statements prepared by a certified public accounting firm acceptable to WVEDA, which report shall include a balance sheet as of the end of such year and a statement of profit and loss reflecting the results of its operations during such year.

3. Upon the written request of WVEDA, furnish to WVEDA additional information such as financial statements, lists of assets and liabilities, agings of receivables and payables, rental receipts, inventory schedules, budgets, forecasts, tax returns, royalty agreements, licenses, and other documents with respect to Borrower's, Panthera's or Guarantors' financial condition or business operations, as applicable.

4. Maintain fire and other risk insurance which shall contain a "New York Standard Mortgage Clause" or its equivalent, public liability insurance, and such other insurance as WVEDA may require with respect to Borrower's properties and operations, in form and amounts, and with coverage and insurance companies reasonably acceptable to WVEDA. Unless Borrower has provided WVEDA with evidence that the Property is not located within a special flood hazard area, Borrower shall provide WVEDA with evidence that Borrower has obtained

Federal Flood Insurance in amounts and with coverage satisfactory to WVEDA. Upon WVEDA's request, Borrower will deliver to WVEDA, from time to time, the policies or certificates of insurance required under this Agreement in a form satisfactory to WVEDA, including stipulations that coverage will not be canceled or diminished without at least thirty (30) days' prior written notice to WVEDA. In connection with all policies covering assets in which WVEDA holds or is offered a security interest to secure the WVEDA Loan, Borrower will provide WVEDA with such loss payable or other endorsements as WVEDA may require. Borrower agrees to assign to WVEDA all sums, including, without limitation, return of premiums, which may become payable under any and all of Borrower's policies of insurance on the Property, and upon WVEDA's request, direct each insurance company issuing any such policy to make payment therefrom directly to WVEDA. Notwithstanding any provision to the contrary, WVEDA shall release to Borrower, if not in default hereunder, any such fire and casualty insurance proceeds received by it hereunder for the purpose of repair or replacing any property so damaged or destroyed. Borrower shall and shall cause Panthera and any future lessee of the Property to, maintain proper unemployment compensation and workers' compensation coverage, if applicable, and other insurance against other risks as are commonly insured against by companies in similar types of business, all in a manner satisfactory to WVEDA, and shall provide such information as WVEDA may reasonably request to evidence that such coverages are in place.

5. Furnish to WVEDA, upon request, reports on each existing insurance policy showing such information as WVEDA may reasonably request, including, without limitation, the following:

(a) the name of the insurer;

(b) the risks insured;

(c) the amount of the insurance policy;

(d) the properties insured;

(e) the then-current property values on the basis of which insurance has been obtained, and the manner of determining those values; and

(f) the expiration date of the policy.

In addition, upon request of WVEDA, Borrower will have an independent appraiser satisfactory to WVEDA determine, as applicable, the actual cash value or replacement cost of the Property, at Borrower's expense, provided that WVEDA may not request such appraisals more than once per year.

6. Apply all proceeds from the WVEDA Loan to permanently finance a portion of the costs of the Project.

7. Pay and discharge when due all of Borrower's indebtedness and obligations, including, without limitation, all assessments, taxes, governmental charges, levies and liens of every kind and nature, imposed upon its properties, leases, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, may become a lien or charge upon any of its properties, leases, income or profits; provided, however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (a) the legality of the same shall be contested in good faith by appropriate proceedings, and (b) Borrower shall have established on its books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with generally accepted accounting practices. Upon the demand of WVEDA, Borrower will furnish to WVEDA evidence of payment of the assessments, taxes, charges, levies, liens and claims and will authorize the appropriate governmental official to deliver to WVEDA at any time a written

statement of any assessments, taxes, charges, levies, liens and claims against its properties, leases, income or profits.

8. Perform and comply with all terms, conditions and provisions set forth in this Agreement and in all other WVEDA Loan Documents in a timely manner.

9. Borrower shall conduct its business affairs in a reasonable and prudent manner and in compliance with all applicable federal, state and municipal laws, ordinances, rules and regulations respecting its properties, leases, charters, businesses and operations, including, but not limited to, if applicable, compliance with all minimum funding standards and other requirements of the Employee Retirement Income Security Act of 1974, as amended, and other laws applicable to its employee benefit plans.

10. Permit WVEDA, or its designees, at any reasonable time to inspect the Property or any other collateral for the WVEDA Loan, and examine and audit Borrower's books, accounts and records, and make copies and memoranda of its books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including, without limitation, computer generated records and computer programs for the generation of such records) in the possession of a third party, then it shall, upon request of WVEDA, notify such party to permit WVEDA free access to such records at all reasonable times and to provide WVEDA with copies of any records it may request, all at Borrower's expense.

11. In regard to environmental compliance, the following definitions shall apply for purposes of this Agreement:

"Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision now or hereafter promulgated with respect to any "Hazardous Substance" (as hereinafter defined), drinking water, ground water, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions, or wells. Without limiting the generality of the foregoing, the term Environmental Law shall encompass each of the following statutes, as may be amended from time to time, and all regulations from time to time promulgated thereunder: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. §9601, et seq.); the Clean Water Act of 1977 (33 U.S.C. §1251, et seq.); the Clean Air Act (42 U.S.C. §7401, et seq.); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.); the Safe Drinking Water Act (21 U.S.C. §349, 42 U.S.C. §§201 and 300f through 300j-9); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); the West Virginia Water Pollution Control Act (W. Va. Code §22-11-1, et seq.); the West Virginia Hazardous Waste Management Act (W. Va. Code §22-18-1, et seq.); the West Virginia Solid Waste Management Act (W. Va. Code §22-15-1, et seq.); the West Virginia Underground Storage Tank Act (W. Va. Code §22-17-1, et seq.); the West Virginia Groundwater Protection Act (W. Va. Code §22-12-1, et seq.); and the West Virginia Air Pollution Control Act (W. Va. Code §22-5-1, et seq.).

"Release" shall mean any spilling, leaking, pumping, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, burying, abandoning, or disposing into the environment by Borrower or any predecessor in interest of Borrower or any lessee of Borrower, under or in any way involving or affecting the Property.

"Hazardous Substance" shall mean each and every element, compound, chemical mixture, petroleum and gas product, substance, contaminant, pollutant, including, without limitation, substances which are toxic, carcinogenic, ignitable, corrosive or otherwise dangerous to human, plant or animal health or well-being, and any other substance defined as a "hazardous substance," "hazardous waste," "hazardous material," "toxic material," "toxic waste," or "special waste" under any Environmental Law and any other substance which by law requires special handling in its collection, storage, treatment or disposal.

(a) Borrower shall, and shall cause any lessee of the Property to, comply with all Environmental Laws and obtain all necessary environmental authorizations and approvals from the appropriate governmental agencies for its present and intended uses of the Property.

(b) If Borrower or any lessee of the Property receives any notice of (i) a Release of any Hazardous Substance, notification of which must be given to any governmental agency under any Environmental Law, or notification of which has, in fact, been given to any governmental agency, or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental health or safety matter affecting Borrower, Panthera or any other lessee of the Property (an "Environmental Complaint") from any person or entity, including, without limitation, the Environmental Protection Agency ("EPA"), then Borrower or its lessee shall immediately notify WVEDA orally and in writing of said Release, complaint, order, citation or notice.

(c) WVEDA and its designees shall have the right, but shall be under no obligation to inspect the Property and all improvements located thereon, including the right to perform tests thereupon and take samples therefrom during reasonable business hours to determine whether Hazardous Substances exist thereupon and whether Borrower and its lessees are in compliance with all applicable Environmental Laws.

(d) Borrower shall indemnify, defend and hold WVEDA harmless from any actions, liabilities, claims, causes of action, responsibilities, obligations, assessments, citations, fines or penalties arising from or related to any Release of Hazardous Substance or any violation of any Environmental Laws with regard to the Property.

12. Borrower shall notify WVEDA at least twenty (20) days prior to such event of any change in its exact legal name or of any change in its business location or its state of formation.

13. Borrower and Guarantors shall provide WVEDA, upon request and not more often than annually, with a certificate certifying that the representations and warranties set forth in this Agreement are true and correct and that Borrower and Guarantors are in compliance with its or his covenants hereunder as of the date of the certificate and further certifying that, as of the date of the certificate, no default exists under this Agreement.

14. Borrower, Panthera and Guarantors, as applicable, shall make, execute and deliver to WVEDA such promissory notes, credit line deeds of trust and fixture filings, collateral assignment of leases and rents, subordination agreements, and other documents and agreements as WVEDA, or its attorneys, may reasonably request to evidence and secure the payment of the WVEDA Loan and to create and perfect all liens described herein. Moreover, at the request of WVEDA, Borrower, Panthera and Guarantors will promptly and duly execute and deliver such additional documents and assurances and take such additional actions as may be necessary or desirable in order to correct any defect, error or omission which may at any time be discovered or to more effectively carry out the intent and purpose of this Agreement.

15. Borrower shall submit to WVEDA annually, by no later than April 1 of each calendar year, a report showing the total number of permanent and part-time employees of Borrower and its tenants working at the Property as of December 31 of the previous year and the

aggregate total of gross wages paid to these employees during the twelve month period ending December 31 of the previous year.

16. All current and future loans by members or managers of Borrower to Borrower are and shall be fully subordinate to the WVEDA Loan, both for collateral and repayment, and payments thereon shall be deferred until the WVEDA Loan is paid in full.

F. <u>Negative Covenants</u>

Borrower and Guarantors covenant and agree that while any part of the WVEDA Loan is outstanding:

1. Borrower shall not (a) cease to actively carry on those activities that served as the basis of WVEDA approval for assistance; or (b) sell, lease, transfer, encumber, pledge or otherwise dispose of any substantial part of its interest in the Property or in its other assets, which, whether in one or more transactions, would result in the cessation or substantial curtailment of such business activities.

2. Neither Borrower nor any Company Guarantor shall merge or consolidate with any person or entity unless Borrower or such Company Guarantor is the surviving entity.

3. Borrower shall not create, permit to be created or suffer to exist any lien upon the Property except: (a) liens arising by operation of law in the ordinary course of business; (b) liens arising out of pledges or deposits under workers' compensation, unemployment insurance, old age pension, social security, retirement benefits or other similar legislation; (c) liens granted to WVEDA securing the WVEDA Loan; (d) the liens identified on <u>Exhibit B</u> attached hereto and incorporated herein by reference (the "Permitted Liens"); (e) a subordinate lien to be granted by Borrower to HSS on the date hereof to secure the HSS Note; and (f) such

other subordinate liens to secure future financings as may be permitted by WVEDA in advance and in writing.

4. Borrower shall not sell, transfer, assign, exchange or otherwise dispose of the Property or any other collateral for the WVEDA Loan, other than the replacement of its assets in the ordinary course of business.

5. Borrower shall not make any loans or advances to any person or entity, including, without limitation, Borrower's members, managers, officers or employees except for temporary advances in the ordinary course of business.

6. Borrower shall not increase the salary or compensation of its members, managers, officers or any member of any of their immediate families unless a profit was made in the calendar year immediately preceding such increase, all of Borrower's debts are paid to a current status and no default or Event of Default exists under the terms of this Agreement.

7. Borrower shall not guaranty, endorse or otherwise become directly or contingently liable for the debts of others (including, without limitation, by way of agreement, contingent or otherwise, to purchase, provide funds to or otherwise invest in a debtor or otherwise to assure a creditor against loss) while a default exists with regard to the WVEDA Loan.

8. Borrower shall not, without the advance written consent of WVEDA, declare, or make, or incur any obligation or liability to make, any payment in cash or in other assets, either as dividends or distributions upon any class of ownership interest in Borrower, or purchase, retire, redeem or otherwise acquire for value any class of ownership interest in Borrower if any of the following circumstances exist at that time: (a) Borrower is in default of any financial covenant relating to the WVEDA Loan; (b) Borrower is in default or is unable to

pay its current financial obligations under any financing document with any of its lenders including, without limitation, WVEDA or HSS; or (c) Borrower has failed to pay when due any governmental tax, charge, fee or assessment (subject to the absolute right of Borrower to challenge such tax, charge, fee or assessment).

G. **Events of Default**

Each of the following shall constitute an Event of Default under this Agreement:

1. Borrower shall fail to pay the principal, interest or other sums due and owing under the WVEDA Loan in accordance with the terms or time periods described herein or in any of the other WVEDA Loan Documents.

2. Borrower or any Guarantor shall fail to observe or perform any other agreement, term, obligation, covenant or condition contained in this Agreement or in any of the other WVEDA Loan Documents.

3. Any warranty, representation or statement made or furnished to WVEDA by or on behalf of Borrower or any Guarantor under this Agreement or in any of the other WVEDA Loan Documents is false or misleading in any material respect, either now or at the time made or furnished.

4. The commission by Borrower or any Guarantor or of any members, managers, officers, employees or agents of Borrower of any illegal or fraudulent act with the intent to deceive WVEDA, including, without limitation, the falsification of Borrower's or any Guarantor's books or records.

5. This Agreement or any of the WVEDA Loan Documents ceases to be in full force and effect (including failure of any collateral document to create a valid or perfected security interest or lien) at any time and for any reason.

6. The dissolution or termination of Borrower's or any Company Guarantor's existence as an ongoing business, Borrower's or any Guarantor's insolvency, the appointment of a receiver for any part of Borrower's or any Guarantor's property that has not been released or dismissed in sixty (60) days, any assignment for the benefit of creditors, any type of creditor workout, the commencement of any voluntary proceeding under any bankruptcy or insolvency laws by Borrower or any Guarantor or Borrower's or any Guarantor's written admission of its or his inability to pay its or his debts as they become due.

7. The commencement of any involuntary proceeding under bankruptcy or other insolvency laws against Borrower or any Guarantor that is not dismissed within sixty (60) days of its filing date.

8. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower against Borrower's interest in the Property or against any other collateral for the WVEDA Loan. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor proceeding, and if Borrower gives WVEDA written notice of the creditor proceeding and furnishes reserves or other adequate security for the creditor proceeding satisfactory to WVEDA.

9. If a default or event of default shall occur and continue beyond any applicable grace period with respect to any other indebtedness of Borrower.

10. If 51% of the membership interest or units of Borrower ceases to be owned by the present members of Borrower, unless prior consent in writing is received from WVEDA.

11. If 51% of the membership interest or units or capital stock, as applicable, of any Company Guarantor ceases to be owned by the present members or shareholders of each Company Guarantor, unless prior written consent in writing is received from WVEDA.

12. If the operations shall cease or be significantly curtailed at the Property. Operations shall be "significantly curtailed" if the total employment (as measured in terms of man hours) at the Property for any calendar quarter is less than fifty percent (50%) of the average quarterly employment at the Property for the previous four quarters, unless such reduction is the result of causes wholly beyond the control of Borrower or its lessees.

13. Upon the sale or other transfer of the Property or any other collateral securing the WVEDA Loan in any manner whatsoever by Borrower to any person or entity without the advance written consent of WVEDA.

H. Remedies

WVEDA shall have the following remedies upon the occurrence of an Event of Default:

1. (a) Upon the occurrence of any Event of Default under subsections G1, G2, G3, G4, G5, G6, G7, G8 or G9, WVEDA shall first be required to give written notice of such default to Borrower. Borrower, in such event, will have thirty (30) days following the mailing of such notice to cure the Event of Default. If one or more Events of Default shall occur and is not cured within the 30-day period, then WVEDA, at its option, may declare the entire unpaid principal of its loan, together with all unpaid accrued interest and all other sums due and owing thereon, immediately due and payable and proceed under the terms of this Agreement or any other WVEDA Loan Document.

(b) Upon the occurrence of any Event of Default under subsections G10, G11, G12 or G13, WVEDA, at its option, may declare the entire unpaid principal of the WVEDA Loan, together with all unpaid accrued interest and all other sums due and owing thereon, immediately due and payable and proceed under the terms of this Agreement or any other WVEDA Loan Document.

2. Upon the occurrence of an Event of Default which is not timely cured as provided herein, WVEDA may, at its option, also pursue any available remedy at law or in equity, by suit, action or other proceeding to enforce or compel the performance of the duties and obligations of Borrower and Guarantors and WVEDA may pursue any remedies set forth in any other WVEDA Loan Document.

3. No remedy conferred upon or reserved to WVEDA herein is exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given now or hereinafter existing at law or in equity or by statute.

I. <u>Miscellaneous Provisions</u>

The parties agree to the following miscellaneous provisions:

1. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement, except for the Commitment which has been incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the Commitment, the terms of this Agreement shall prevail. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by the party or parties sought to be charged or bound by such alteration or amendment.

2. The forum having proper jurisdiction and venue to adjudicate any claim, dispute or default which may arise out of this Agreement or the performance of the transactions

contemplated hereby shall be the Circuit Court of Kanawha County or the United States District Court for the Southern District of West Virginia. The parties expressly submit and irrevocably consent to such jurisdiction and venue and specifically waive any and all rights they may have to contest such jurisdiction or venue of the above-mentioned forums and to demand any other forums; provided, however, that nothing in this section shall affect the right of WVEDA to serve process in any manner permitted by law or limit any right that WVEDA may have to bring proceedings against any party hereto in the courts of any other jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in the courts of any other jurisdiction.

3. Borrower agrees to pay upon demand, at Closing or prior thereto, all of the reasonable expenses incurred by WVEDA in connection with this Agreement and all other loan documents or in connection with the loans made pursuant to this Agreement, including, but not limited to, reasonable attorneys' fees; provided that Borrower's obligation to pay WVEDA's attorneys' fees incurred in connection with the documentation and closing of the WVEDA Loan shall not exceed the greater of $2,500.00 or 1% of the principal amount of the WVEDA Loan, except as otherwise set forth in the Commitment. WVEDA may retain someone else to help collect its loans and to enforce this Agreement and Borrower will pay for those reasonable costs and services. This includes the reasonable attorneys' fees and legal expenses of WVEDA, whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower will also pay any court costs, in addition to all other sums provided by law.

4. All notices to be served hereunder shall be in writing and shall be sufficiently given when mailed by first class mail to the following addresses:

(a) **WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY**
NorthGate Business Park
180 Association Drive
Charleston, West Virginia 25311-1217
Attention: Executive Director

(b) **TENX GROUP LLC**
1900 Campus Commons Drive
Suite 100
Reston, Virginia 20191
Attention: James V. Punelli, Manager

(c) **GLOBAL MATRIX CORPORATION**
43787 Bent Creek Terrace
Leesburg, Virginia 20176
Attention: Raymond C. Jones

(d) **PONS MILVIUS LLC**
11654 Plaza America Drive, # 320
Reston, Virginia 20190
Attention: James V. Punelli

(e) **JAMES V. PUNELLI**
11654 Plaza America Drive, # 320
Reston, Virginia 20190

(f) **RAYMOND C. JONES**
43787 Bent Creek Terrace
Leesburg, Virginia 20176

In addition, notice shall be deemed sufficiently given if the notice is transmitted by telecopy to the appropriate party's principal place of business or if the notice is served in a manner prescribed by the laws of the State of West Virginia for the service of a summons in a civil action.

5. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person, entity or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons, entities or circumstances. If feasible, any such offending provision shall be deemed to be modified in order to comply with

the limits of enforceability or validity; provided, however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

6. All warranties, representations, covenants and indemnities made by Borrower and Guarantors in this Agreement or in any certificate or other instrument delivered by Borrower or Guarantors to WVEDA under this Agreement shall be considered to have been relied upon by WVEDA and will survive the making of the WVEDA Loan and the delivery to WVEDA of the related documents, regardless of any investigation made by WVEDA or on its behalf. The warranties, covenants and indemnities set forth in this Agreement may be assigned or otherwise transferred by WVEDA to its successors and assigns and to any subsequent transferee of all or any portion of the WVEDA Loan, through or under WVEDA, without notice to Borrower or Guarantors and without any further consent of any other person or entity.

7. Time is of the essence in the performance of this Agreement.

8. WVEDA shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by a duly authorized officer of WVEDA. No delay or omission on the part of WVEDA in exercising any right shall operate as a waiver of that right or any other right. A waiver by WVEDA of a provision of this Agreement shall not prejudice or constitute a waiver of its right to otherwise demand in the future strict compliance with that provision or any other provision of this Agreement. No prior waiver by WVEDA, nor any course of dealing between it, or any officer or agent thereof, and Borrower shall constitute a waiver of any of its rights or of any obligations of Borrower. Whenever the consent of WVEDA is required under this Agreement, the granting of such consent by WVEDA in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of WVEDA.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties and their personal representatives, heirs, successors and assigns; provided, however, that

Borrower and Guarantors may not assign or transfer any rights or obligations hereunder without the prior written consent of WVEDA.

10. This Agreement shall continue in full force and effect so long as any portion of the WVEDA Loan remains outstanding or has not been fully and finally paid, performed or satisfied.

11. WVEDA may sell, transfer or otherwise assign all or any part of its right, title and interest in and to this Agreement, the loans made hereunder or any of the related loan documents without the consent of Borrower or any Guarantor.

12. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Borrower, WVEDA and Guarantors have caused this Agreement to be executed individually or by their duly authorized officers or managers as of the day and year first above written.

BORROWER:

TENX GROUP LLC,
a Delaware limited liability company

By: ______________________
Name: James V. Punelli
Its: Manager

By: ______________________
Name: Raymond C. Jones
Its: Manager

LENDER:

WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY,
a West Virginia public corporation

By: ______________________
Name: David A. Warner
Its: Executive Director

GUARANTORS:

GLOBAL MATRIX CORPORATION,
a Virginia corporation

By: ______________________
Name: Raymond C. Jones
Its: President

PONS MILVIUS LLC,
a Delaware limited liability company

By: ______________________
Name: James V. Punelli
Its: Manager

GUARANTORS:

James V. Punelli

Raymond C. Jones

6240272 (1916.779)

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

(See Attached)

Exhibit A

TRACT ONE: ALL THAT CERTAIN LOT, TRACT OR PARCEL OF REAL ESTATE, CONTAINING 58.09 ACRES, MORE OR LESS, BY THE LEGAL DESCRIPTION ON RECORD IN THE OFFICE OF THE ASSESSOR OF HARDY COUNTY, WEST VIRGINIA, SITUATE ADJACENT TO AND NORTHEAST OF SECONDARY COUNTY ROUTE 220/8 KNOWN AS FISH POND ROAD, ABOUT 2.5 MILES NORTHWEST OF THE COMMUNITY OF OLD FIELDS IN MOOREFIELD DISTRICT, HARDY COUNTY, WEST VIRGINIA, AND BEING THE RESIDUE OF THAT CERTAIN PARCEL OF REAL ESTATE DESIGNATED AS "TRACT #2- 126. 31 ACRES" ON THAT "PLAT OF SURVEY OF THE KENNY CRITES ESTATE" WHICH IS OF RECORD IN THE OFFICE OF THE CLERK OF THE COUNTY COMMISSION OF HARDY COUNTY, WEST VIRGINIA, IN MAP BOOK 8, AT PAGE 52; LESS HOWEVER; THAT CERTAIN OUTCONVEYANCE OF 79.69 ACRES, AFFECTING "TRACT #1" AND "TRACT #2" OF THE ABOVE MENTIONED PLAT OF SURVEY FROM EMORY CRITES, ALBERT CRITES, FRANK JUNIOR CRITES, MARGARET CONROY, DENNIS TOMALKA, AND CATHERINE PRATT TO THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS BY ORDER DATED AUGUST 30, 2006, OF RECORD IN THE AFORESAID CLERK'S OFFICE IN DEED BOOK 293, AT PAGE 424. REFERENCE IS HEREBY MADE TO SAID PLAT OF SURVEY FOR A MORE SPECIFIC DESCRIPTION OF THE TRACT OR PARCEL OF REAL ESTATE CERTIFIED HEREBY.

TRACT TWO: ALL THAT CERTAIN TRACT OR PARCEL OF REAL ESTATE CONTAINING 689.40 ACRES, MORE OR LESS, INCLUSIVE OF COUNTY ROUTE 220/8, LYING AND BEING SITUATE 2 MILES WEST OF OLD FIELDS AND 6 MILES NORTH WEST OF THE TOWN OF MOOREFIELD ON BOTH SIDES OF FISH POND ROAD IN MOOREFIELD DISTRICT, HARDY COUNTY, WEST VIRGINIA, AND BEING MORE PARTICULARLY DESCRIBED BY A DESCRIPTION OF SURVEY AND PLAT OF SURVEY IN THAT CERTAIN CREDIT LINE DEED OF TRUST DATED AUGUST 21, 2013 AND OF RECORD IN THE OFFICE OF THE CLERK OF THE COUNTY COMMISSION OF HARDY COUNTY, WEST VIRGINIA IN DEED OF TRUST BOOK 277, AT PAGES 176 AND 180, RESPECTIVELY. REFERENCE IS HEREBY MADE THE AFOREMENTIONED DESCRIPTION OF SURVEY AND PLAT OF SURVEY FOR A MORE SPECIFIC DESCRIPTION OF THE TRACT OR PARCEL OF REAL ESTATE CERTIFIED HEREBY.

EXHIBIT B

PERMITTED LIENS

1. Credit Line Deed of Trust and Fixture Filing dated August 21, 2013, granted by Borrower to Joyce F. Ofsa, as Trustee, and WVEDA, of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Book 277, at page 158.

2. Deed of Trust dated as of October 15, 2012, granted by Borrower to Norman T. Daniels, Jr., as Trustee, for the benefit of West Virginia Paving, Inc., of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Book 277, at page 355.

3. Collateral Assignment of Leases and Rents dated as of August 20, 2013, and effective as of August 21, 2013, by and between Borrower and WVEDA, of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Book 277, at page 181.