Exhibit A-6

Promissory Note, $1,871,505.00, dated July 2, 2014

PROMISSORY NOTE

$1,871,505.00

Moorefield, West Virginia
July 2, 2014

FOR VALUE RECEIVED, the undersigned **TENX GROUP LLC**, a Delaware limited liability company ("Borrower"), hereby promises to pay to the order of **WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY**, a West Virginia public corporation ("WVEDA"), the sum of One Million Eight Hundred Seventy-One Thousand Five Hundred Five and 00/100 Dollars ($1,871,505.00) over a term of one hundred eighty (180) months, with interest from the date hereof at the rate of three and eighty-eight one hundredths percent (3.88%) per annum on the unpaid principal, in lawful money of the United States, at the office of the WVEDA, NorthGate Business Park, 180 Association Drive, Charleston, West Virginia, 25311-1217, or at such other location as may be subsequently designated by the holder hereof as follows:

1. This Promissory Note shall have a term of fifteen (15) years, and shall be due and payable in one hundred eighty (180) equal monthly installments of Thirteen Thousand Seven Hundred Thirty Four and 66/100 Dollars ($13,734.66) each, beginning on the 2nd day of August, 2014, and continuing on the 2nd day of each calendar month thereafter until the final installment, which shall be due on July 2, 2029, at which time the entire unpaid principal balance, together with the interest accrued thereon at the rate aforesaid, shall be due and payable in full. Said payments shall be applied first to the payment of said interest on the unpaid balance, second to the payment of principal, and third to the payment of late charges and all other amounts due under this Promissory Note.

2. This Promissory Note is described in and entitled to the benefit and security of a Loan Agreement dated as of July 2, 2014, by and among WVEDA, Borrower, Global Matrix Corporation, a Virginia corporation, as Guarantor, Pons Milvius LLC, a Delaware limited liability company, as Guarantor, James V. Punelli, as Guarantor, and Raymond C. Jones, as Guarantor (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Loan Agreement"), a Credit Line Deed of Trust and Fixture Filing dated as of July 2, 2014, granted by Borrower to Joyce F. Ofsa, as Trustee, for the benefit of WVEDA (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Deed of Trust"), a Collateral Assignment of Leases and Rents dated July 1, 2014, and effective as of July 2, 2014, by and between Borrower and WVEDA (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Lease Assignment"), and the Guaranties dated as of July 2, 2014 (together with all amendments, renewals, extensions, substitutions and modifications thereof, collectively, the "Guaranties") of Global Matrix Corporation, Pons Milvius LLC, James V. Punelli and Raymond C. Jones (collectively, the "Guarantors"). If any default shall be made in the payment of any installments of this Promissory Note or any part thereof, when due, and if such default shall continue for a period of thirty (30) days after written notice to Borrower, or if there shall be a breach at any time of a covenant, condition, provision, warranty, stipulation or agreement by Borrower or the Guarantors contained in said Loan Agreement, Deed of Trust, Lease Assignment or Guaranties after notice to Borrower as provided therein, then the entire unpaid principal balance hereof, with interest accrued thereon, shall at once be and become due, payable and demandable, without any further notice, at the option of the holder hereof. Failure at any time on the part of the holder

hereof to exercise such option shall not constitute a waiver of the right to exercise the same in the event of a subsequent similar default.

3. Borrower shall have the right at any time, without notice, premium or penalty, to pay all or any part of this Promissory Note, but any such partial payment shall not operate to postpone payment as and when due of the regular installments due on this Promissory Note.

4. Borrower and each endorser hereof expressly waives presentment for and demand of payment and notice of the nonpayment of any installment of principal or interest falling due under this Promissory Note, and also waives protest of same upon default in the payment of such installment, and agrees that extension or extensions of the time of payment of this Promissory Note, or any installment part thereof, may be made before, at or after maturity by agreement with any one or more of the parties hereto without notice to and without releasing the liability of any other party.

5. Any payment due under this Promissory Note 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 are in addition to, not in lieu of, the continuing accrual of interest.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, TenX Group LLC, a Delaware limited liability company, has caused this Promissory Note to be executed by its duly authorized Managers on this 2nd day of July, 2014.

TENX GROUP LLC,
a Delaware limited liability company

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

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

6230070 (1916.779)

Exhibit A-7

Credit Line Deed of Trust and Fixture Filing (recorded), dated July 2, 2014

ELIZABETH A. BENEDETTO
SPILMAN THOMAS & BATTLE, PLLC
300 KANAWHA BLVD,E, PO BOX 273
CHARLESTON, WV 25301

BOOK 282 PAGE 318

A CREDIT LINE DEED OF TRUST AND FIXTURE FILING

THIS CREDIT LINE DEED OF TRUST AND FIXTURE FILING (the "Deed of Trust"), dated as of the 2nd day of July, 2014, 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);

(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 One Million Eight Hundred Seventy-One Thousand Five Hundred Five and 00/100 Dollars ($1,871,505.00) (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 One Million Eight Hundred Seventy-One Thousand Five Hundred Five and 00/100 Dollars ($1,871,505.00), 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 made on July 1, 2014 and effective as of July 2, 2014 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 Guaranties 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 Howard Shockey & Sons, Inc. to secure a loan in the maximum principal amount of $1,812,144.01 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 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 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 One Million Eight Hundred Seventy-One Thousand Five Hundred Five and 00/100 Dollars ($1,871,505.00). 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:

To Grantor:

TenX Group LLC
1900 Campus Commons Drive
Suite 100
Reston, Virginia 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, have caused this Deed of Trust to be executed 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 2nd day of July, 2014, 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: January 27, 2020

Sheila F. Gordon
Notary Public

[SEAL]

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SHEILA F GORDON
WALTERS KRAUSKOPF & BAKER
PO BOX 119
MOOREFIELD, WV 26836
My commission expires January 27, 2020

STATE OF West Virginia

COUNTY OF Hardy, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of July, 2014, 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: January 27 2020

Sheila F. Gordon
Notary Public

[SEAL]

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SHEILA F GORDON
WALTERS KRAUSKOPF & BAKER
PO BOX 119
MOOREFIELD, WV 26836
My commission expires January 27, 2020

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

6239680 (1916.779)

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.

This document presented and filed:
07/02/2014 02:22:19 PM

Gregory L. Ely, Hardy County, WV
195177

Exhibit A-8

Collateral Assignment of Leases and Rents (recorded), effective July 2, 2014

ELIZABETH A. BENEDETTO
SPILMAN THOMAS & BATTLE, PLLC
300 KANAWHA BLVD,E, PO BOX 273
CHARLESTON, WV 25301

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS COLLATERAL ASSIGNMENT OF LEASES AND RENTS ("Assignment"), made this 1st day of July, 2014, and effective as of the 2nd day of July, 2014, 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 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 One Million Eight Hundred Seventy-One Thousand Five Hundred Five and 00/100 Dollars ($1,871,505.00), together with any amendments, modifications, renewals, extensions or refinancings thereof, as evidenced by that certain Promissory Note dated July 2, 2014, in the principal amount of One Million Eight Hundred Seventy-One Thousand Five Hundred Five and 00/100 Dollars ($1,871,505.00) (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 July 2, 2014, 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"), the Guaranties dated as of July 2, 2014 (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, Raymond C. Jones and James V. Punelli (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 July 2, 2014 (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 second priority lien encumbering the interests of Assignor as lessor under the Leases, junior and subordinate to that certain Collateral Assignment of Leases and Rents dated as of August 20, 2013, and effective as of August 21, 2013, by and

between Assignor and Assignee, and recorded in the Office of the Clerk of the County Commission of Hardy County, West Virginia in Book 277, at page 181 (the "Prior Assignment"). 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 and the Prior Assignment.

8. Assignor warrants that it is the sole owner of the Leases assigned by this Assignment; that the Leases are not now encumbered except by the Prior Assignment; 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.

[Remainder of Page Intentionally Left Blank]

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 2nd day of July, 2014, 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: January 27, 2020.

____
Notary Public

[Notarial Seal]

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SHEILA F GORDON
WALTERS KRAUSKOPF & BAKER
PO BOX 119
MOOREFIELD, WV 26836
My commission expires January 27, 2020

STATE OF West Virginia

COUNTY OF Hardy, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of July, 2014, 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: January 27, 2020.

Sheila F. Gordon

Notary Public

[Notarial Seal]

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SHEILA F GORDON
WALTERS KRAUSKOPF & BAKER
PO BOX 119
MOOREFIELD, WV 26836
My commission expires January 27, 2020

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 1st day of July, 2014, 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.

6239780 (1916.779)

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.

This document presented and filed:
07/02/2014 02:22:20 PM

Gregory L. Ely, Hardy County, WV
195178 Transfer Tax: $0.00

Exhibit A-9

Forbearance Agreement, dated July 6, 2018

FORBEARANCE AGREEMENT

This Forbearance Agreement (this "Agreement") is made as of the 6th day of July 2018, by and among **WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY**, a West Virginia public corporation ("WVEDA"); **PANTHERA ENTERPRISES, LLC, formerly TENX GROUP LLC**, a Delaware limited liability company (the "Borrower"); the following guarantors (collectively, the "Guarantors" and together with the Borrower, the "Obligors"): **GLOBAL MATRIX CORPORATION**, a Virginia corporation; **PONS MILVIUS LLC**, a Delaware limited liability company; **JAMES V. PUNELLI**, a resident of the Commonwealth of Virginia; and **RAYMOND C. JONES**, a resident of the Commonwealth of Virginia; and **PANTHERA TRAINING, LLC**, a Virginia limited liability company ("Panthera Training"). For avoidance of doubt, Panthera Training is not a Guarantor.

RECITALS

A. To evidence and secure a $5,000,000 loan (the "2013 WVEDA Loan") made by WVEDA to the Borrower to permanently finance a portion of the Borrower's costs to acquire the security operations training facility previously operated as the Moorefield Training Center in Moorefield, Hardy County, West Virginia (the "Training Center"), the Obligors previously executed and delivered to WVEDA the following documents and instruments (as the same may be amended, restated or modified from time to time, collectively, the "2013 WVEDA Loan Documents"):

(1) Promissory Note dated August 21, 2013, made by the Borrower and payable to the order of WVEDA in the original principal amount of $5,000,000 (the "2013 WVEDA Note");

(2) Loan Agreement dated August 21, 2013, by and among WVEDA, the Borrower and the Guarantors (the "2013 WVEDA Loan Agreement");

(3) Credit Line Deed of Trust and Fixture Filing dated August 21, 2013, from the Borrower to Joyce F. Ofsa, as Trustee, for the benefit of WVEDA, recorded in the Office of the Clerk of the County Commission of Hardy County, West Virginia, on August 22, 2013, in Deed of Trust Book 277, at Page 158 (the "2013 WVEDA Deed of Trust"), granting a lien on a tract of real property comprising 689.40 acres, more or less, located in Moorefield District, Hardy County, West Virginia (the "Training Center Property"), and all buildings, structures and improvements thereon (which includes the Training Center), all fixtures affixed thereto, and all rents, income, issues and profits derived from the Training Center Property;

(4) 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 (the "2013 WVEDA Lease Assignment"), by which the Borrower granted to WVEDA a security interest in all right, title and interest of the Borrower in all rentals, income and profits due under all existing and future leases of all or any portion of the Training Center Property, and which was recorded

on August 22, 2013, in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed of Trust Book 277, at Page 181;

(5) Guaranty dated August 21, 2013, from Global Matrix Corporation in favor of WVEDA;

(6) Guaranty dated August 21, 2013, from Pons Milvius LLC in favor of WVEDA;

(7) Guaranty dated August 21, 2013, from James V. Punelli in favor of WVEDA; and

(8) Guaranty dated August 21, 2013, from Raymond C. Jones in favor of WVEDA.

B. To evidence and secure a $1,871,505 loan (the "2014 WVEDA Loan" and together with the 2013 WVEDA Loan, the "Loans") made by WVEDA to the Borrower to permanently finance a portion of the costs to acquire 58.09 acres, more or less, adjacent to the Training Center (the "Pratt Property" and together with the Training Center Property, the "Collateral Property") and to construct improvements and renovations at the Training Center including, but not limited to, a 6,000 square foot live-fire assault house, a covered gun range and an expanded armory complex, all to expand services offered at the Training Center, the Obligors previously executed and delivered to WVEDA the following documents and instruments (as the same may be amended, restated or modified from time to time, collectively, the "2014 WVEDA Loan Documents" and together with the 2013 WVEDA Loan Documents, the "Loan Documents"):

(1) Promissory Note dated July 2, 2014, made by the Borrower and payable to the order of WVEDA in the original principal amount of $1,871,505 (the "2014 WVEDA Note" and together with the 2013 WVEDA Note, the "Notes");

(2) Loan Agreement dated as of July 2, 2014, by and among the Borrower, WVEDA and the Guarantors (the "2014 WVEDA Loan Agreement");

(3) Credit Line Deed of Trust and Fixture Filing dated July 2, 2014, from the Borrower to Joyce F. Ofsa, as Trustee, for the benefit of WVEDA, recorded in the Office of the Clerk of the County Commission of Hardy County, West Virginia, on July 2, 2014, in Deed of Trust Book 282, at Page 818 (the "2014 WVEDA Deed of Trust" and together with the 2013 WVEDA Deed of Trust, the "Deeds of Trust"), granting a lien on the Collateral Property, and all buildings, structures and improvements thereon, all fixtures affixed to the property, and all rents, income, issues and profits derived from the Collateral Property;

(4) Collateral Assignment of Leases and Rents dated as of July 1, 2014, and effective as of July 2, 2014, by and between Borrower and WVEDA (the "2014 WVEDA Lease Assignment" and together with the 2013 WVEDA Lease Assignment, the "Lease Assignments"),

by which the Borrower granted to WVEDA a security interest in all right, title and interest of the Borrower in all rentals, income and profits due under all existing and future leases of all or any portion of the Collateral Property, and which was recorded on July 2, 2014, in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed of Trust Book 282, at Page 837;

(5) Guaranty dated July 2, 2014, from Global Matrix Corporation in favor of WVEDA;

(6) Guaranty dated July 2, 2014, from Pons Milvius LLC in favor of WVEDA;

(7) Guaranty dated July 2, 2014, from James V. Punelli in favor of WVEDA; and

(8) Guaranty dated July 2, 2014, from Raymond C. Jones in favor of WVEDA.

C. On May 20, 2017, the Borrower and the WVEDA entered into a modified payment arrangement pursuant to which Borrower agreed to pay $20,000 per month for each of the Loans ($40,000 per month total), to the WVEDA.

D. The Borrower has defaulted under the Loan Documents, as modified, as a result Borrower's failure to make payments as and when due, including, specifically, without limitation, the failure to make all but three (3) of nine (9) payments coming due between May 20, 2017, and February 28, 2018 (the "Default").

E. On February 28, 2018, WVEDA sent a notice of default and demand for payment letter to the Borrower and the Guarantors, providing the Borrower until March 31, 2018 to cure the Default by tendering payment in full of all outstanding principal, accrued and unpaid interest and other fees and charges due WVEDA under the Notes.

F. As of the date hereof, the Borrower remains in default under the Loans as a result of its failure to tender payment in full of the Notes to WVEDA by March 31, 2018.

G. As of July 6, 2018, the 2013 WVEDA Loan has an outstanding balance of $5,010,754.98, consisting of outstanding principal of $4,472,705.66 and accrued and unpaid interest of $538,049.32, and the outstanding principal balance continues to accrue interest at a daily per diem rate of $531.82.

H. As of July 6, 2018, the 2014 WVEDA Loan has an outstanding balance of $1,895,253.55, consisting of oustanding principal of $1,709,076.52 and accrued and unpaid interest of $186,177.03, and the outstanding principal balance continues to accrue interest at a daily per diem rate of $181.68.

I. Borrower has presented WVEDA with a Commercial Lease Agreement (the "2018 Lease") dated June 1, 2018, by and between Borrower as Landlord and Panthera Training as Tenant, pursuant to which the Borrower agreed to lease the Collateral Property to Panthera Training in consideration for, among other things, monthly rent of $52,000 to be paid directly to the WVEDA, and upon other terms as provided therein. A copy of the 2018 Lease is attached hereto and incorporated herein as **Exhibit A**.

J. The Obligors have requested WVEDA to consent to the 2018 Lease and to refrain for a limited period of time from enforcing its rights and remedies under the Loan Documents with respect to the Default, and WVEDA is willing to consent to the 2018 Lease and to refrain for a limited period of time from enforcing its rights and remedies under the Loan Documents upon the terms and conditions stated in this Agreement.

K. The parties desire to set forth their agreements as provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Recitals.

The recitals set forth above are incorporated in this Agreement as fully set forth above and are hereby acknowledged by the Obligors and WVEDA to be true and accurate.

2. Definitions.

Capitalized terms not defined herein shall have the meanings assigned to them in the Loan Agreements.

3. Acknowledgment of Defaults.

The Obligors hereby acknowledge and agree that the Default has occurred and is continuing under the Loan Documents, and that WVEDA has the immediate right to exercise all rights and remedies provided under the Loan Documents. Subject to the terms and conditions hereof, WVEDA agrees to forbear from exercising its rights and remedies under the Loan Documents during the Forbearance Period (as defined herein).

4. Outstanding Balance Owed Under Loan Documents.

(a) The Obligors acknowledge and agree that as of July 6, 2018, the total amount due and owing to WVEDA under the 2013 WVEDA Loan Documents is $5,010,754.98, which consists of unpaid principal in the amount of $4,472,705.66, together with accrued and unpaid interest in the amount of $538,049.32 (the "2013 WVEDA Loan Indebtedness"). As of

July 6, 2018, interest continues to accrue under the 2013 WVEDA Note at a per diem rate of $531.82.

(b) The Obligors acknowledge and agree that as of July 6, 2018, the total amount due and owing to WVEDA under the 2014 WVEDA Loan Documents is $1,895,253.55, which consists of unpaid principal in the amount of $1,709,076.52, together with accrued and unpaid interest in the amount of $186,177.03 (the "2014 WVEDA Loan Indebtedness" and together with the 2013 WVEDA Loan Indebtedness, the "Indebtedness"). As of July 6, 2018, interest continues to accrue under the 2014 WVEDA Note at a per diem rate of $181.68.

5. Forbearance Period.

Subject to the express provisions of this Agreement, WVEDA hereby agrees to forbear from exercising its remedies under the Loan Documents until the earlier of (a) 5:00 p.m. on January 6, 2019; or (b) the occurrence of a Termination Event, as defined in Section 7 of this Agreement (the "Forbearance Period").

6. Conditions of Forbearance.

WVEDA's agreement to forbear is conditioned upon and subject to timely satisfaction of each of the following conditions (the "Conditions of Forbearance"):

(a) Payments to WVEDA.

(i) The Obligors hereby agree that during the Forbearance Period all monthly rental payments to be paid by Panthera Training under the 2018 Lease shall be paid directly to WVEDA. WVEDA shall apply the rental payments as follows:

1. seventy-two percent (72%) of such payments shall be applied to the 2013 WVEDA Loan Indebtedness (*first* to accrued interest until such accrued interest is paid in full, *then* to principal); and

2. twenty-eight percent (28%) of such payments shall be applied to the 2014 WVEDA Loan Indebtedness (*first* to accrued interest until such accrued interest is paid in full, *then* to principal).

(ii) Upon the occurrence of a Termination Event (as later defined in this Agreement) or an Event of Default under the Loan Documents, the Obligors shall pay all amounts due and owing under and pursuant to the Loan Documents in connection with the Notes, and in addition, the Obligors shall pay all of WVEDA's attorneys' fees and expenses as set forth in Section 6(h) of this Agreement.

(b) Reduction of Delinquent Taxes.

During the Forbearance Period, Borrower shall pay any funds that it receives as Additional Rent (as defined in the 2018 Lease) to reduce any and all of Borrower's delinquent tax obligations, whether such taxes be in the nature of property, withholding, income or other type of tax.

(c) Actions by Other Creditors.

During the Forbearance Period, no other creditor of the Borrower shall undertake to exercise any collection action against the Collateral Property.

(d) Correctness of Representations and Warranties.

All representations and warranties made by the Obligors to WVEDA under this Agreement shall remain true and correct throughout the Forbearance Period, including those made in the recitals to this Agreement.

(e) No Defaults Under Loan Documents.

During the Forbearance Period, the Obligors shall perform under and satisfy all other obligations, covenants, representations and warranties contained in the Loan Documents applicable to them. With respect to such obligations, covenants, representations and warranties, an Event of Default under any of the Loan Documents shall constitute a Termination Event under this Agreement.

(f) No Defaults Hereunder.

During the Forbearance Period, the Obligors shall not breach any promise or covenant contained in this Agreement and shall not be in default under any provision of this Agreement.

(g) No Sale, Transfer, Lease or Encumbrance of Assets.

Borrower shall not sell, convey, transfer, lease, mortgage, pledge, or grant or permit to exist a security interest in or lien upon any of its assets which secure the Borrower's Indebtedness to WVEDA including, but not limited to, the Collateral Property, unless approved in advance by WVEDA in writing during the Forbearance Period.

(h) Fees and Expenses.

Borrower shall pay all of WVEDA's attorneys' fees and expenses incurred in connection with WVEDA's collection efforts and the negotiation, preparation and execution of this Agreement.

(i) Cooperation with WVEDA and Third Parties.

The Obligors shall cooperate with any appraisers, engineers, architects, auctioneers or third parties that WVEDA may engage in connection with its collateral, and

Borrower shall timely provide such information about its financial status and/or WVEDA's collateral as WVEDA may request.

(j) Other Indebtedness.

During the Forbearance Period, the Obligors shall not be in default of any other commercial indebtedness to which any Obligor is a party, whether to WVEDA or any third party.

(k) Consent to Relief from Stay.

The Obligors hereby further agree that in the event that any Obligor shall (i) file for or be the subject of any petition under title 11 of the United States Code (as amended, the "Bankruptcy Code"), (ii) be the subject of an order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any petition seeking any reorganization, composition, readjustment, liquidation, or similar relief under any present or future federal or state law or act relating to bankruptcy, insolvency or other relief for debtors, or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for reorganization, composition, readjustment, liquidation, dissolution or similar relief, WVEDA shall thereupon be entitled to relief from any automatic stay imposed by section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to WVEDA as provided in the Loan Documents, this Agreement, and/or as otherwise provided by law. The Obligors further waive any right they may have to move in such proceeding to extend the exclusive period to file a plan or have a plan accepted, unless WVEDA has been granted relief from the stay. This provision shall survive any termination of this Agreement.

(l) Further Assurances.

The Obligors will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents and assurances as WVEDA may from time to time request in order more effectively to carry out the intent and purposes of this Agreement and the transactions contemplated by this Agreement. Promptly upon request by WVEDA, the Obligors agree to execute and deliver and to file and record or refile and rerecord such financing statements, deeds of trust, assignments and other such documents in such manner, at such time or times and in such place or places as may be required by law, and to cause to be taken such other actions as may be required by law or as may be requested by WVEDA in order effectively to carry out the intent and purposes of this Agreement.

7. Termination Events.

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

(a) The breach of or failure to satisfy any of the Conditions of Forbearance as set forth in Section 6 above including, without limitation, any failure by Panthera Training to pay its rental payments directly to WVEDA;

(b) If any Obligor becomes a debtor in a bankruptcy case by means of either a voluntary or involuntary petition;

(c) Any kind of receivership or insolvency proceeding is commenced by or against any Obligor;

(d) The submission by any Obligor of any false or inaccurate information or omission of any material fact or any fact necessary to make such information not misleading;

(e) The entry of any judgment, order, award or decree against any Obligor and a determination by WVEDA, in good faith but in its sole discretion, that the same, when aggregated with all other judgments, orders, awards and decrees outstanding against any Obligor could have a material adverse effect on the prospect for WVEDA to fully and punctually realize the full benefits conferred on WVEDA by the Loan Documents and this Agreement;

(f) Any assets of any Obligor shall be attached, levied upon, seized or repossessed, or come into the possession of a trustee, receiver or other custodian and a determination by WVEDA, in good faith but in its sole discretion, that the same could have a material adverse effect on the prospect for WVEDA to fully and punctually realize the full benefits conferred on WVEDA by the Loan Documents and this Agreement;

(g) The occurrence of any event or the existence of any circumstances which, under the terms of any of the Loan Documents, constitutes a default or an Event of Default thereunder; or

(h) The determination in good faith by WVEDA that a material adverse change has occurred in the financial condition of any Obligor.

8. Termination of Forbearance Period.

The Obligors agree that the Forbearance Period automatically, and without notice, shall terminate upon the earlier of (a) 5:00 p.m. on the date set forth in Section 5(a) hereof; or (b) the occurrence of any Termination Event, as defined above. Upon termination of the Forbearance Period, the entire remaining balance under the Notes shall, at WVEDA's option, be immediately due and payable, and WVEDA shall be under no obligation to forbear in any respect and shall be entitled immediately to exercise all of its rights and remedies under the Loan Documents, all without further notice to any Obligor.

9. Representations, Warranties and Covenants.

In order to induce WVEDA to enter into this Agreement and in consideration of the forbearance by WVEDA as herein provided, the Obligors make the following representations, warranties and covenants to WVEDA:

(a) The Indebtedness is due and payable by the Obligors, and the Loan Documents are fully enforceable by WVEDA and are not subject to any defense, counterclaim, setoff or recoupment by the Obligors.

(b) This Agreement represents an arm's-length transaction freely entered into by the Obligors, and WVEDA has acted in good faith in the making of this Agreement. The Obligors acknowledge that they have had the opportunity to retain counsel to participate in the negotiation and execution of this Agreement.

(c) The execution and performance of this Agreement by the Obligors does not and will not violate any agreement to which any Obligor is a party.

(d) All financial and other information given by the Obligors or any of their agents or representatives to WVEDA is and shall be true and accurate.

(e) The Obligors shall not take any action that would impair their ability to perform the obligations hereunder or to satisfy any of the Conditions of Forbearance.

(f) This Agreement is not being entered into with the intent to hinder, delay, or defraud any creditor of the Obligors.

(g) All representations and warranties made by the Obligors to WVEDA under the Loan Documents are true and correct as of the date hereof.

10. No Substitution or Novation: Ratification of Loan Documents.

This Agreement shall not constitute a substitution or novation of the Indebtedness evidenced by the Notes or any of the other Loan Documents. Except as modified by this Agreement, the Notes and the other Loan Documents shall continue in full force and effect and the Obligors hereby ratify and confirm the validity and effectiveness of all of the Loan Documents, as modified by this Agreement.

11. Continuation of Security.

Nothing contained in this Agreement shall be construed to impair the security of WVEDA, its successors and assigns under the Loan Documents, nor affect, nor impair any rights or powers that WVEDA may have under the Loan Documents for the recovery of the Indebtedness in case of nonfulfillment of the terms, provisions and covenants contained in this Agreement or the terms, rights, powers and covenants of the Loan Documents, whether delivered in connection with this Agreement or otherwise. All rights, powers and remedies of WVEDA under any other agreement now or at any time in the future in force between WVEDA and the Obligors shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to WVEDA by law.

12. Release and Waiver.

The Obligors (referred to for purposes of this Section 12 as the "Releasors") hereby acknowledge and stipulate that they have no claims or causes of action against WVEDA of any kind whatsoever, whether arising out of the Loan Documents, the conduct or administration of the Loans in connection with the Loan Documents, or out of the negotiation, execution and delivery of this Agreement or otherwise. The Releasors hereby fully and forever release and discharge WVEDA and its predecessors, successors, assigns, stockholders, affiliates, directors, officers, employees, agents, attorneys, independent contractors and representatives (whether now or heretofore acting in such capacity or otherwise) (the "Releasees"), from any and all claims, demands, liabilities, obligations, actions, causes of action or suits at law or in equity, of whatsoever kind or nature, whether known or unknown, discovered or undiscovered, matured or not matured, asserted or unasserted, which the Releasors heretofore have asserted or now or hereafter have or may assert against any one or more of the Releasees, arising out of or in respect of any actions, conduct, circumstances or events occurring on or prior to the date of this Agreement. In furtherance and not in limitation of the provisions of the preceding sentence, the Releasors also agree not to sue or prosecute any action against any or all of the Releasees with respect to any of the matters contemplated within the scope of said sentence, and the Releasors agree to hold each and all of the Releasees harmless in respect of any suit or prosecution by the Releasors in contravention of the provisions of this sentence.

13. No Obligation to Extend Future Forbearances; No Waiver.

The Obligors acknowledge and agree that WVEDA is not obligated and does not agree to extend any other or future forbearance except as expressly set forth herein. This Agreement shall not constitute a waiver by WVEDA of Borrower's default under the Loan Documents. Except as expressly provided herein, WVEDA reserves all of its rights and remedies under all the Loan Documents. No action or course of dealing on the part of WVEDA, its officers, employees, consultants, or agents, nor any failure or delay by WVEDA with respect to exercising any right, power or privilege of WVEDA under the Notes, any of the other Loan Documents or this Agreement, shall operate as a waiver thereof, except to the extent expressly provided herein.

14. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

15. Notices: Further Communications; Amendments.

Any notice, demand, or request required or permitted to be given hereunder shall be deemed given if mailed by certified mail, return receipt requested, addressed as follows:

If to Borrower:

Panthera Enterprises, LLC
1900 Campus Commons Drive
Suite 100
Reston, VA 20191
Attention: James V. Punelli, Manager

If to Guarantors:

Global Matrix Corporation
43787 Bent Creek Terrace
Leesburg, VA 20176
Attention: Raymond C. Jones

Pons Milvius LLC
11654 Plaza America Drive, # 320
Reston, VA 20190
Attention: James V. Punelli

Raymond C. Jones
43787 Bent Creek Terrace
Leesburg, VA 20176

James V. Punelli
11654 Plaza America Drive, # 320
Reston, VA 20190

If to Panthera Training:

Panthera Training, LLC
2464 Dalby's Lane
Cape Charles, VA 23310
Attention: Robert L. Starer, Managing Member

If to WVEDA:

West Virginia Economic Development Authority
NorthGate Business Park
180 Association Drive
Charleston, WV 25311-1217
Attention: Caren D. Wilcher, Associate Director

With a copy to: Spilman Thomas & Battle, PLLC
P. O. Box 831
Wheeling, WV 26003-0873
Attention: Eric Gadd

This Agreement cannot be amended, rescinded, supplemented or modified except in writing signed by the parties hereto.

16. Complete Agreement.

This Agreement contains the entire agreement of the parties and supersedes any other discussions or agreements relating to the subject of this Agreement.

17. Time of the Essence.

TIME IS OF THE ESSENCE WITH RESPECT TO THE CONDITIONS OF FORBEARANCE AND THE OBLIGATIONS OF THE OBLIGORS UNDER THIS AGREEMENT.

18. Severability.

Any provision of this Agreement that is prohibited by, or unlawful or unenforceable under, West Virginia or federal law shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this Agreement.

19. **WAIVER OF JURY TRIAL.**

The parties hereto agree that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by any party to this Agreement or any of their successors or assigns, on, under or with respect to this Agreement, the Notes, any of the other Loan Documents, or the Indebtedness, shall be tried only by a court and not by a jury. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING. The parties acknowledge and agree that this provision is a specific and material aspect of this Agreement between the parties and that the parties would not enter into this Agreement if this provision were not a part of this Agreement.

20. Assignment.

This Agreement shall be binding upon and inure to the benefit of WVEDA and the Obligors and their personal representatives, heirs, successors and assigns, except that the Obligors may not assign or transfer their rights or duties under this Agreement without the prior written consent of WVEDA. This Agreement may be assigned by WVEDA in its sole discretion.

21. Guarantors' Consent and Reaffirmation.

Each Guarantor hereby acknowledges and consents to the terms of this Agreement and verifies, reconfirms, reaffirms, restates and ratifies his or its obligations to WVEDA pursuant to his or its Guaranties.

22. Joinder of Panthera Training.

Panthera Training joins in the execution of this Agreement to affirmatively acknowledge and agree that until it receives further notice from WVEDA, all monthly rental payments under the 2018 Lease shall be paid directly to WVEDA.

23. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same agreement among the parties.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

[SIGNATURE PAGE 1 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

BORROWER:

PANTHERA ENTERPRISES, LLC, F/K/A
TENX GROUP, LLC,
a Delaware limited liability company

By: ______________________
James V. Punelli
Its: Manager

[SIGNATURE PAGE 2 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

GUARANTOR:

GLOBAL MATRIX CORPORATION, a Virginia corporation

By: ______________________
Raymond C. Jones
Its: President

[SIGNATURE PAGE 3 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

GUARANTOR:

PONS MILVIUS LLC, a Delaware limited liability company

By: ______________________
James V. Punelli
Its: Manager

[SIGNATURE PAGE 4 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

GUARANTOR:

Raymond C. Jones

Raymond C. Jones

[SIGNATURE PAGE 5 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

GUARANTOR:

James V. Punelli

[SIGNATURE PAGE 6 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

M

PANTHERA TRAINING, LLC, a ~~West~~ Virginia limited liability company

By: ______________________ man. member
Robert L. Starer
Its: Managing Member

[SIGNATURE PAGE 7 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

LENDER:

WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY,
a West Virginia public corporation

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

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