EXHIBIT A

Fill in this information to identify the case:

Debtor 1 Panthera Enterprises, LLC

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of West Virginia

Case number 2:19-bk-00787

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

West Virginia Economic Development Authority
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor none

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom? ______

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
See Attached	See Attached
Name	Name
Number Street	Number Street
City State ZIP Code	City State ZIP Code
Contact phone	Contact phone
Contact email	Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) ______ Filed on ______ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing? ______

In re Panthera Enterprises, LLC
Case No. 2:19-bk-00787
Northern District of West Virginia
Claim of West Virginia Economic Development Authority

Creditor notices should be sent to:

Caren Wilcher, Associate Director
West Virginia Economic Development Authority
NorthGate Business Park
180 Association Drive
Charleston, West Virginia 25311
681.313.2007

with a copy to:

Debra Lee Allen, Esq.
Spilman Thomas & Battle, PLLC
48 Donley Street, Suite 800
PO Box 615
Morgantown, West Virginia 26507-0615
304.291.7920 | 304.216.5835
dallen@spilmanlaw.com

Payments should be sent to:

Caren Wilcher, Associate Director
West Virginia Economic Development Authority
NorthGate Business Park
180 Association Drive
Charleston, West Virginia 25311
681.313.2007

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

- [x] No
- [ ] Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. How much is the claim?

$ 6,477,180.47

Does this amount include interest or other charges?

- [ ] No
- [x] Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Money Loaned

9. Is all or part of the claim secured?

- [ ] No
- [x] Yes. The claim is secured by a lien on property.

Nature of property:

- [x] Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
- [ ] Motor vehicle
- [x] Other. Describe: Two Assignments of Leases and Rents

Basis for perfection: Two Deeds of Trust

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $__________

Amount of the claim that is secured: $ 6,477,180.47

Amount of the claim that is unsecured: $__________ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $ 6,477,180.47

Annual Interest Rate (when case was filed) 4.34 % and 3.88%

- [ ] Fixed
- [ ] Variable

10. Is this claim based on a lease?

- [x] No
- [ ] Yes. **Amount necessary to cure any default as of the date of the petition.** $__________

11. Is this claim subject to a right of setoff?

- [x] No
- [ ] Yes. Identify the property: __________

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$__________
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$__________
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$__________
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$__________
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$__________
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$__________

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/23/2019
MM / DD / YYYY

Debra Lee Allen
Signature

Print the name of the person who is completing and signing this claim:

Name: Debra Lee Allen
First name / Middle name / Last name

Title: Member

Company: Spilman Thomas & Battle
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 48 Donley Street, Suite 800
Number / Street

Morgantown / WV / 26507
City / State / ZIP Code

Contact phone: 304.216.5835 Email: dallen@spilmanlaw.com

In re Panthera Enterprises, LLC
Case No. 2:19-bk-00787
Northern District of West Virginia
Filing Date: September 13, 2019

Summary of Claim of
West Virginia Economic Development Authority

Loan # 55-01-01, as of 9/13/2019:

Principal	$	4,229,090.48
Interest		448,064.50
TOTAL	$	4,677,154.98

Loan # 55-02-01, as of 9/13/2019:

Principal	$	1,601,447.07
Interest		152,994.02
TOTAL	$	1,754,441.09

Attorneys Fees and Costs: $ 45,584.40

Total Amount of Claim: $6,477,180.47

Should there be a determination that the West Virginia Economic Development Authority ("WVEDA") is oversecured, its claim shall also include post-petition interest and attorneys' fees and costs. Loan # 55-01-01 has an interest per diem of $502.86 and loan # 55-02-01 has an interest per diem of $170.24.

WVEDA reserves the right to amend, modify, and/or supplement this Proof of Claim, and otherwise reserves all of its rights and remedies, including attorneys' fees and costs, against the Debtor, and any and all guarantors of the Debtor's obligations to the WVEDA.

The following documents evidence the indebtedness and WVEDA's security interests:

1. Loan Agreement dated August 21, 2013;
2. Promissory Note, $5,000,000.00, dated August 21, 2013;
3. Credit Line Deed of Trust and Fixture Filing (recorded), dated August 21, 2013;
4. Collateral Assignment of Leases and Rents (recorded), effective August 21, 2013;
5. Loan Agreement dated July 2, 2014;
6. Promissory Note, $1,871,505.00, dated July 2, 2014;
7. Credit Line Deed of Trust and Fixture Filing (recorded), dated July 2, 2014;
8. Collateral Assignment of Leases and Rents (recorded), effective July 2, 2014;
9. Forbearance Agreement dated July 6, 2018.

Exhibit A-1

Loan Agreement dated August 21, 2013

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated as of the 21st day of August, 2013, by and between **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, Borrower intends to acquire the security operations training facility previously operated as Moorefield Training Center located at 2506 Fish Pond Road in Moorefield District, Old Fields, Hardy County, West Virginia, being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the real property, the buildings, the structures and all other improvements and appurtenances situate thereon are collectively referred to as the "Property" and the acquisition by the Borrower of the Property is referred to as the "Project");

WHEREAS, Borrower intends to lease the Property 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 applied to WVEDA for a loan in the maximum principal amount of $5,000,000 to be used to permanently finance a portion of the costs of the Project;

WHEREAS, a loan in the amount of $5,000,000 was approved by WVEDA upon those terms and conditions set forth in WVEDA's loan commitment letter dated July 19, 2013, as supplemented by its final approval letter to Borrower dated August 15, 2013, both of which are incorporated herein by reference in their entirety (collectively, the "Commitment");

WHEREAS, Borrower has assumed certain indebtedness of the former owner of the Property and has executed promissory notes made payable to certain creditors of the former owner (collectively, the "Subordinated Noteholders"), in the aggregate principal amount of $3,512,000 (the "Subordinated Notes"), which shall be subordinated to the WVEDA Note (as hereinafter defined), as to both collateral, if any, and repayment;

WHEREAS, the total cost of the Project is at least $9,712,000;

WHEREAS, Borrower has contributed at least $1,200,000 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 Five Million and 00/100 Dollars ($5,000,000.00), 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 fifty one and one-half percent (51.5%) 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 first priority 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 first priority 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 of even date

herewith 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 certified by the members of Borrower certifying that the equity contribution to the Project is at least $1,200,000.

19. Delivery of a copy of the executed Real Estate Sales Agreement between Renick C. Williams and Betty P. Williams, his wife, and Borrower.

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

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

22. 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.

23. Delivery of an as-built survey of the Property, prepared by a registered professional engineer or land surveyor showing boundary lines, encroachments and completed improvements located thereon, including all streets, alleys, rights of way, easements and other statements of fact acceptable to WVEDA.

24. 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.

25. 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.

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

27. Delivery of an appraisal of the Property.

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

29. Delivery of copies of all Subordinated Notes and any settlement agreements, releases, other agreements, documents or instruments entered into between Borrower and/or Panthera and the Subordinated Noteholders.

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

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

32. 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 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, and no later than August 31 of each calendar year, a fully completed Business Assistance Form (or any successor form) reporting information for the operations at the Property effective as of June 30 of that same 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.

17. All of the loans made by the Subordinated Noteholders to Panthera and evidenced by the Subordinated Notes shall be fully subordinated to the WVEDA Loan, both for collateral and repayment. Borrower hereby covenants and agrees that no payment shall be made by the Borrower or Panthera on account of principal and interest on any Subordinated Note unless and until payment of amounts then due and payable for principal and interest on the WVEDA Note has been fully paid.

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) subordinate liens granted to any Subordinated Noteholder to secure Panthera's obligations under the Subordinated Notes; and (e) 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 all of Borrower's debts are paid to 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; 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. 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.

11. 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.

12. 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. <u>Remedies</u>

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 or G12, 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 and Raymond C. Jones, Managers

(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: David A. Warner
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

5124837 (1916.756)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(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
LICENSED
No. 518
STATE OF
WEST VIRGINIA
PROFESSIONAL SURVEYOR

Curtis E. Keplinger

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

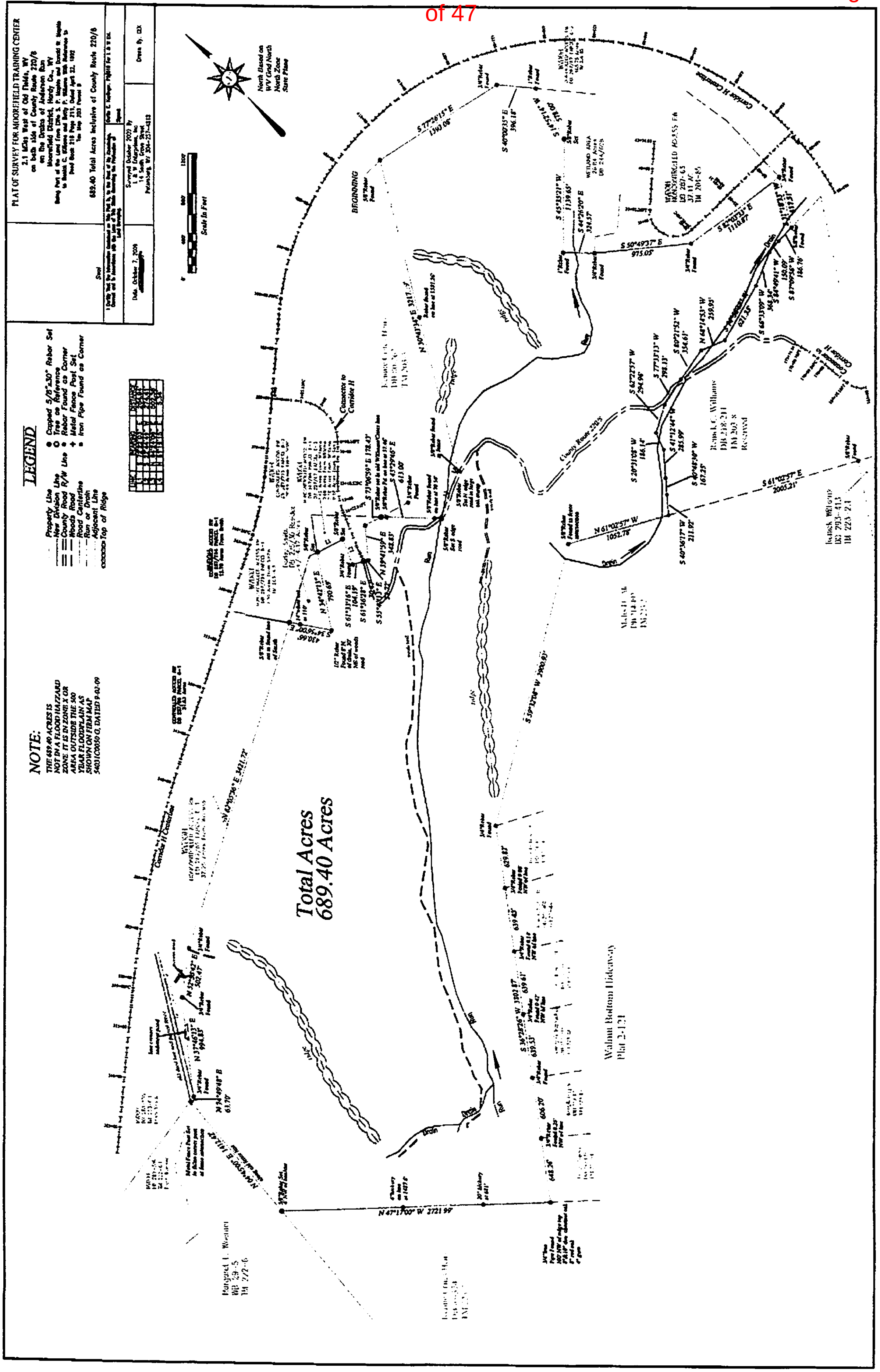
Total Acres
689.40 Acres
LEGEND
NOTE:
BEGINNING
County Route 220/8
Walnut Bottom Hideaway
Plat 2-121
N 47°17'00" W 2721.99'
S 61°02'57" E 2005.21'
N 61°02'57" W 1052.78'
S 77°26'15" E 1393.08'
Scale In Feet

Exhibit A-2

Promissory Note, $5,000,000.00, dated August 21, 2013

Specimen

PROMISSORY NOTE

$5,000,000.00

Moorefield, West Virginia
August 21, 2013

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 Five Million and 00/100 Dollars ($5,000,000.00) over a term of one hundred eighty (180) months, with interest from the date hereof at the rate of four and thirty-four hundredths percent (4.34%) 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 Thirty Seven Thousand Eight Hundred Forty Nine and 50/100 Dollars ($37,849.50) each, beginning on the 21st day of September, 2013, and continuing on the 21st day of each calendar month thereafter until the final installment, which shall be due on or before August 21, 2028, 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 of even date herewith 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 of even date herewith 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 of even date herewith by and between Borrower and WVEDA (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Lease Assignment"), and the Guaranties of even date herewith (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 21st day of August, 2013.

TENX GROUP LLC,
a Delaware limited liability company

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

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

Specimen

Specimen