EXHIBIT F

Prepared by and after recording please return to:
Timothy I. Kelsey (VSB 47781)
Woods Rogers PLC
123 E. Main Street, 5th Floor
Charlottesville, VA 22902

Tax Map / Parcel ID Numbers: **3-203-5 (03 203000500000000) and**
2-203-8 (03 203000800000000)

MEMORANDUM OF TIMBER AGREEMENT
(Hardy County, West Virginia)

PARTIES: **TENX GROUP, LLC**, a Delaware limited liability company, whose address is:
c/o Panthera Worldwide
Attn: Ray Jones
215 Depot Ct, SE, 2nd Floor
Leesburg, VA 20175

THERESA MORGOGLIONE
c/o Woods Rogers PLC
Attn: Tim Kelsey
123 E. Main Street, 5th Floor
Charlottesville, VA 22902

PROPERTY: **Hardy County, West Virginia**
59.00 acres (+/-) Parcel Number: 3-203-5 (03 203000500000000)
689.4 acres (+/-) Parcel Number: 2-203-8 (03 203000800000000)

NATURE OF AGREEMENT:
Pursuant to a Timber Agreement dated March 26, 2018, TenX Group LLC has granted Theresa Morgoglione the right to harvest any and all timber, trees and other forest products growing on the above-referenced property, for a perpetual term, commencing on September 26, 2018.

TenX Group, LLC and Theresa Morgoglione each have a fully-executed copy of the Timber Agreement dated March 26, 2018, the terms of which are incorporated herein.

[signature page follows]

WITNESS the following signature and seal:

Theresa Morgoglione (SEAL)
Theresa Morgoglione

COMMONWEALTH OF VIRGINIA

CITY OF CHARLOTTESVILLE:

The foregoing Deed was acknowledged before me this 30 day of April, 2018, by Theresa Morgoglione.

Notary Public

My Commission Expires: 1-31-19

Notary Certificate No: 7642901

DANA JOHNSON HATCHER
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7642901
My Commission Expires 1-31-19

This document presented and filed:
05/24/2018 12:23:54 PM
Gregory L. Ely, Hardy County, WV
210183 Transfer Tax: $0.00

Prepared by and after recording please return to:
Timothy I. Kelsey (VSB 47781)
Woods Rogers PLC
123 E. Main Street, 5th Floor
Charlottesville, VA 22902

Tax Map / Parcel ID Numbers: **3-203-5 (03 203000500000000) and 2-203-8 (03 203000800000000)**

TIMBER AGREEMENT

THIS AGREEMENT is made and entered into the 26th day of March, 2018 (notwithstanding its execution at a later date) by and between TENX GROUP, LLC a Delaware limited liability ("TenX" to be indexed as Grantor) and SMI, LLC, a Virginia limited liability company (and/or assigns, "SMI" to be indexed as Grantee).

WITNESSETH:

1. That for and in consideration of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) cash in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TenX does hereby GRANT, SELL and CONVEY unto SMI, its successors and assigns:

   a. The exclusive rights to all merchantable timber standing or fallen on all parcels of land located in Hardy County, West Virginia owned by TenX, more particularly described as:

      i) 59.00 acres (+/-) Parcel Number: **3-203-5 (03 203000500000000)** and
      ii) 689.4 acres (+/-) Parcel Number: **2-203-8 (03 203000800000000)** (together, the "Property");

   b. The right of total and uninterrupted use of and ingress and egress over and across the Property to and from the nearest public roadway for the purpose of cutting, skidding, loading and removing the timber and the right and privilege of using or causing to be used on the Property such machinery and equipment as it shall determine to be necessary or convenient to use for such purposes;

   c. The Right to access Property with agents or forestry specialists for Best Management Practices to maximize timber production; and

   d. The right to construct new roads over and across the Property as needed, in SMI's judgment, for access to and for removal of the timber.

2. The term of this Agreement shall be **perpetual**, commencing on the date of this Agreement. SMI shall have no obligation with regard to timing or frequency of any harvesting

contemplated herein and covenants and agrees to refrain from commencing any timber activities for six (6) months. Notwithstanding the foregoing, SMI on behalf of itself, its successors and/or assigns, agrees to sign documentation provided by TenX releasing SMI's exclusive right to timber the Property upon satisfaction in full of the terms of all loan documents between TenX and its affiliates and SMI.

3. TenX represents and warrants to SMI that TenX is the owner of the unencumbered fee simple title to all of the Property and the timber and has the unqualified and absolute right to dispose of the timber as herein provided. TenX also warrants to SMI the quiet and peaceable enjoyment of the rights granted herein on the terms and provisions hereof, and shall and will forever warrant and defend the title and rights herein granted against the claims of any and all persons whomsoever.

4. SMI agrees to follow Best Management Practices and use reasonable precaution to avoid damage to fences, roads, fields, streams, and other improvements on the Property and adjacent property. SMI shall conduct its operations in accordance with any and all applicable federal, state or local laws, rules and regulations.

5. Prior to any clearing for construction, grading, or any other purpose, TenX shall provide SMI written Notice to include: Valuation of the timber to be removed as part of construction / grading / clearing; and a Plat / survey / site plan demonstrating the area to be disturbed. SMI shall be entitled to conduct its own valuation, to be completed within thirty (30) calendar days of such Notice and TenX shall automatically be liable to SMI for the value of all such timber removed.

6. Any notice or other communication hereunder shall be in writing and may be delivered by any receipted means (FedEx, UPS, certified mail, e.g.) to any other Party by delivery to the following address:

To TenX:

c/o Panthera Worldwide
Attn: Ray Jones
215 Depot Ct SE, 2FL
Leesburg, VA 20175
703-727-1233 - Tel.

To SMI:

SMI LLC
c/o Woods Rogers PLC
Attn: Tim Kelsey
123 E. Main St, 5th Floor
Charlottesville, VA 22902
434-220-6830 (phone)
434-220-5687 (facsimile)
tkelsey@woodsrogers.com (email)

Notice shall be deemed given and effective (i) on the date of delivery when delivered personally or by overnight express, or (ii) three (3) days after the postmark date if mailed by certified or registered mail, postage prepaid, return receipt requested. Actual notice received by any Party shall constitute good notice, whether or not such notice has been receipted. A Party may change the notice address by written notice.

7. All the rights and privileges vested in SMI by this Agreement shall be freely assignable by SMI, by way of pledge or otherwise, and in such event freely enjoyed and exercised by such assignee or assignees subject to the terms and provisions of this Agreement.

8. This Agreement and all of the terms and provisions hereof shall be fully binding upon and shall inure to the benefit of the successors, assigns, heirs, administrators and personal representatives of TenX and SMI. Without limiting the foregoing, it is expressly acknowledged that this Agreement shall run with the Property and be enforceable against any purchaser or future owner of the Property.

9. In the event of a dispute between TenX and SMI arising out of the terms and conditions of this Agreement and the performance of either party hereunder, the prevailing party shall be entitled to recovery of all costs of collection / enforcement, including but not limited to reasonable attorney's fees.

This Agreement and the exhibit attached hereto, set forth the entire agreement of the parties with respect to the subject matter hereof. No other representation or promise has been made by either party, except as set forth in this Agreement. This Agreement may only be modified by a written instrument signed by both parties.

[remainder of page intentionally blank, counterpart signature pages follow]

[counterpart signature page 1 of 2]

In WITNESS WHEREOF, TenX Group, LLC has caused this Agreement to be executed by an authorized signatory:

OWNER: TenX Group, LLC

By: _____
James Punelli, Authorized Signatory

President
Title

April 11, 2018
Date

STATE / COMMONWEALTH OF VA

CITY / COUNTY OF Loudoun :

The foregoing Deed was acknowledged before me this 12 day of April, 2018, by James Punelli as President [title] on behalf of TenX Group, LLC.

_____
Notary Public

SUK LEE NOTARY PUBLIC COMMONWEALTH OF VIRGINIA COMMISSION EXPIRES SEPT. 30, 2021 REGISTRATION NO. 306914

My Comm Exp: 9/30/21

Notary Cert No: 306914

[counterpart signature page 1 of 2]

In WITNESS WHEREOF, TenX Group, LLC has caused this Agreement to be executed by an authorized signatory:

OWNER: TenX Group, LLC

By: _____
Raymond Jones, Authorized Signatory

CEO
Title

April 12, 2018
Date

STATE / COMMONWEALTH OF West Virginia

CITY / COUNTY OF Hardy:

The foregoing Deed was acknowledged before me this 12th day of April, 2018, by ~~James~~ Raymond ~~Punelli~~ Jones as CEO [title] on behalf of TenX Group, LLC.

Brandi S. Delawder
Notary Public

OFFICIAL SEAL
Notary Public, State Of West Virginia
BRANDI S. DELAWDER
309 Tannery Hollow Rd.
Moorefield, WV 26836
My Commission Expires August 16, 2021

My Comm Exp: August 16, 2021

Notary Cert No: _____