COMMERCIAL LEASE AGREEMENT

THIS LEASE, is executed this 1st day of June, 2018, by and between Panthera Enterprises, LLC, a Delaware limited liability company (formerly TENX, LLC) ("Landlord"), and Panthera Training, LLC, a Virginia limited liability company ("Tenant").

RECITALS

Whereas, Landlord owns a tract of improved real property known as the Panthera 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 this reference (the real property and the buildings, structures and other improvements and appurtenances thereon are collectively hereafter referred to as the "Property").;

Whereas, Landlord previously rented the Property to its subsidiary limited liability company known as Panthera Training Center, LLC, a Delaware limited liability company ("Panthera") pursuant to a Commercial Lease dated August, 23, 2013 (the "Panthera Lease");

Whereas, Panthera defaulted in the payment of rents due under the Panthera Lease, causing Landlord to terminate the Panthera Lease;

Whereas, Panthera's default in the payment of its rent obligations due under the Panthera Lease in turn caused Landlord to default in its payment obligations due on two promissory notes dated August 21, 2013 and July 2, 2014 that are payable to the West Virginia Economic Development Authority ("WVEDA") in the face amount of $5,000,000 and $1,871,505 respectively (the "WVEDA Notes"), and secured by a first deed of trust lien on the Property;

Whereas, on February 28, 2018, the WVEDA demanded that the Landlord pay the WVEDA Notes in full;

Whereas, the Landlord has been unsuccessful in securing alternative sources of financing that would allow it to curtail the WVEDA Notes in full as demanded by the WVEDA;

Whereas, the combined monthly curtailing payments due under the Notes, prior to the WVEDA demand that they be paid in full immediately, was $51,584.16;

Whereas, the Landlord asked Tenant to lease the Property in an effort to generate cash flow that may allow Landlord to avoid an imminent foreclosure on the Property and to possibly generate additional funds allowing it, and its subsidiary companies, to pay their creditors;

Whereas, the Tenant is willing to lease the Property and pay Base Rent (defined below) in the amount of $52,000 per month directly to the WVEDA beginning July 1, 2018, and will use its best efforts to convince the WVEDA to rescind its demand for full and immediate payment of the

WVEDA Notes, and to accept the Tenant's direct monthly payments of the Base Rent as equal amortizing payments of the Notes; and

Whereas, the Landlord is willing to lease the Property to the Tenant pursuant to the terms of this Lease.

Now therefore, the Landlord and Tenant agree as follows;

1. **Property.** Landlord, for an in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Tenant, hereby leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the Property. For purposes hereof, the term Property shall include all tangible personal property identified on the attached Exhibit B.

2. **Term.** The Tenant shall take possession and have and hold the Property for a term that begins effective midnight June1, 2018 and ends on December 31, 2030, subject to Tenant's rights of renewal, extension, and termination as set forth below.

3. **Base Rent.** Tenant shall pay Landlord annual rent in the amount of $624,000, Rent"). The first payment of Base Rent shall be paid not later than July 1, 2018.

4. **Additional Rent**. In addition to the Base Rent, beginning August 1, 2018, and continuing on the first day of each calendar month thereafter for the term of this Lease, Tenant shall pay additional rent ("Additional Rent") in an amount equal to fifty-percent (50%) of the Tenant's prior month's Profit. For purposes hereof, the term "Profit" shall be that amount calculated monthly that is equal to the Tenant's "Taxable Income" derived from Tenant's operations conducted on the Property in the ordinary course of business, reduced by the amount of $25,000 per month.("Contingency Fund"). (Taxable Income shall be defined in accordance with applicable federal income tax laws and regulations using the cash basis of accounting, except payroll expense shall be calculated on the accrual basis of accounting.) By means of illustration, if the Tenant's operations conducted on the Property in the ordinary course of business during the month of July generates Taxable Income in the amount of $225,000 then the Additional Rent payable on August 1st shall be $100,000. ($225,000 - $25,000 = $200,000. $200,000 x 50% = $100,000.) In determining Profit, no deduction shall be taken for any payments to any affiliate of Tenant, or any relative of any principal of Tenant, directly or indirectly. Upon request of Landlord, Tenant shall fully cooperate with a request to audit Tenant's books and records, supplying all documents and backup requested. Further, any distribution of any portion of the Contigency Fund shall be made 50% each to Landlord and Tenant.

5. **Extension.** Tenant shall have the option to extend the term of this Lease for three (3) additional ten (10) year terms upon the same terms and conditions set forth herein ("Extension Term"). Tenant may exercise its option to extend this Lease by providing written notice at least 60 days prior to the termination of the initial term of this Lease and of each subsequent exercised Extension Term.

6. **Utility Bills.** Tenant shall pay all utilities generated by its use of the Property during the term hereof.

7. **Use of Property.** The Property shall be used for tactical training purposes, and all related business activities allowed by law.

8. **Real Property Tax.** Tenant shall be responsible for the timely payment of real and personal property taxes assessed on the Property, pro-rata for the term of this Lease provided, however, Tenant may dispute the amount of the taxes with the taxing authority, so long as Tenant has available funds to pay the entire tax. In the event of any tax dispute between the taxing authority and Tenant, Tenant must maintain an escrow account with sufficient funds to pay the amount claimed.

9. **Insurance.** Tenant shall indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's negligent use of the Property. Supplementing the foregoing and in addition thereto, Tenant shall, during the term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force and effect comprehensive general liability insurance with limits of $2,000,000 per occurrence, and $2,000,000 in the aggregate, which insurance shall contain an endorsement recognizing and insuring any liability accruing to Tenant under the first sentence of this paragraph, and naming Landlord, its subsidiaries and principals as additional insured. All insurance policies shall require thirty (30) days written notice from the insurance company to Landlord and Tenant before canceling, or changing the coverage, scope or amount of the policy.

10. **Repairs and Maintenance.** The Landlord is not responsible for any maintenance or repairs to the Property. The Tenant shall be responsible for maintaining the Property in good operating condition in order to facilitate training and in compliance with all applicable laws, ordinances, and regulations.

11. **Alterations.** All Tenant alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, free of any liens or encumbrances. All alterations, additions and improvements shall be surrendered to Landlord upon the termination of this Lease (or removed at Landlord's option), except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Property.

12. **Condemnation.** Any award for the taking of all or any part of the Property under the power of eminent domain or any payment made under the exercise of such power shall be the sole property of the Landlord, whether such award shall be made as compensation for diminution in value of the leasehold for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss or damage to Tenant's trade fixtures, removable personal property or any other amount payable to Tenant as an independent award under Virginia law. If the whole of the Property, or such portion thereof as will make the Property unusable for

the purposes herein leased, is condemned by any legally constituted authority for any public use or purpose then in either of said events in the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor.

13. **Assignment and Subletting.** Tenant may, without the prior written consent of Landlord, assign this Lease or any interest hereunder, or sublet the Property or any part thereof. The assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

14. **Events of Default.** The happening of any one or more of the following events ("Event of Default") during the terms of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (1) Tenant fails to pay the rent as provided for herein; (2) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (3) Tenant is adjudicated bankrupt; (4) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (5) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is to be reduced or payment thereof deferred; or (6) Tenant makes an assignment for benefit of creditors.

15. **Remedies Upon Default.** Upon the occurrence of uncured Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law if ; (i) the Event of Default involves nonpayment of rent and Tenant fails to cure such default within ten (10) days of its due date, or if (ii) the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rent and Tenant fails to cure such default within thirty (30) business days after receipt of written notice of default from Landlord.

(a) After the occurrence of an Event of Default, Landlord may in addition to all other rights and remedies specified herein or which Landlord may have at law or in equity: (i) terminate this Lease; (ii) without further demand upon Tenant and without waiving any of Landlord's other rights under this Lease, cure such Event of Default, the costs of which shall be payable to Landlord, on demand, as additional rent; (iii) proceed to enforce this Lease at law or in equity; and/or (iv) sue for damages including termination costs and attorney fees. In addition, with or without terminating this Lease, Landlord may re-enter, terminate Tenant's right of possession, and take possession of the Property.

(b) Landlord may, but is not obligated to, relet the Property or any part thereof for such term(s) (which may extend beyond the date on which the Term of this Lease would have expired but for Tenant's default) and on such terms and conditions (which may include any concessions or allowances granted by Landlord) as Landlord, in its sole and absolute discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet all or any portion of the Property or to collect any rent due upon such reletting. Whether or not this Lease and/or Tenant's right of possession is terminated, in whole or in part, or any suit is instituted, Tenant shall be liable for all Rental (including, without limitation, additional rent) damages or other sums which may be due or sustained prior to such default, and for all costs, fees and expenses (including, but not limited to, attorneys' fees and costs, brokerage fees, expenses incurred in enforcing any of Tenant's obligations under this Lease or in placing the Property, or any part thereof, in rentable condition, advertising expenses, and any concessions or allowances granted by Landlord) incurred by Landlord in pursuit of its remedies hereunder and/or in recovering possession of the Property, or any part thereof, and renting the Property, or any part thereof, to others from time to time plus other actual or consequential damages suffered or incurred by Landlord on account of Tenant's default (including, but not limited to, late fees or other charges incurred by Landlord under any mortgage or prime lease).

(c) Tenant also shall be liable for additional damages which at Landlord's election shall be either one or a combination of the following: (i) an amount equal to the rent (including, without limitation, Additional Rent) due or which would have become due from the date of Tenant's default through the remainder of the initial term of the Lease.

(d) All rights and remedies of Landlord set forth in this Lease are cumulative and in addition to all other rights and remedies available to Landlord at law or in equity, including those available as a result of any anticipatory breach of this Lease. The exercise by Landlord of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. No delay or failure by Landlord to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall constitute a waiver of any such rights, remedies or obligations. Landlord shall not be deemed to have waived any default by Tenant unless such waiver expressly is set forth in a written instrument signed by Landlord. If Landlord waives in writing any default by Tenant, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver.

16. **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

17. **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now placed upon the Property or any personal property currently located thereon. Tenant shall, if requested by Landlord, be obligated to execute such reasonable documentation, such as estoppel certificates, subordination or attornment agreements.

18. **Entire Lease-Memorandum of lease.** This Lease, together with all other documents signed or delivered in connection with this Lease, contain the complete understanding between the parties concerning their subject matter and supersede all prior leases, arrangements, understandings, letters of intent, conversations and negotiations, whether oral or written, with respect to their subject matter. The parties stipulate that there are no representations with respect to the subject matter of this Lease except those representations specifically set forth in this Lease and the documents signed or delivered in connection with this Lease.

Landlord shall cooperate with the execution and recordation of a memorandum of this Lease to be recorded in the Clerk's Office for Hardy County.

19. **Amendments.** This Lease may not be changed, waived, discharged or terminated, in whole or in part, in any manner other than with the written consent of all parties to this Lease.

20. **Counterparts.** This Lease may be executed in two (2) counterparts, each of which shall be deemed an original and which together shall constitute one and the same Lease.

21. **Governing Law.** This Lease shall be interpreted and construed and governed in accordance with the laws of the State of West Virginia without giving effect to its conflict of law principles.

22. **Binding Lease.** This Lease shall be binding upon and shall inure to the benefit of the parties to this Lease and their respective heirs, executors, successors and assigns.

23. **Facsimile Signatures.** The parties agree that all facsimile signatures shall be deemed original signatures in connection with this Lease and all Schedules and related documents.

24. **Compliance with Laws**. Tenant shall, throughout the initial term and any Extension Term comply with all applicable laws, regulations and ordinances.

25. **Non-Assumption of Business**. Landlord acknowledges that there are significant debts and expenses that either it or Panthera have incurred in connection with Landlord's ownership of the Property or related to Panthera's operations on the Property during the term of the Panthera Lease. Landlord acknowledges and agrees that Tenant is not assuming any debts, expenses, or obligations of Panthera or Landlord, other than as expressly set forth herein.

26. **Tenant's Right of Termination**. Landlord acknowledges that Tenant is committing to lease the Property without having the opportunity to conduct the due diligence that Tenant would ordinarily conduct if Landlord's critical financial condition allowed time for such due diligence to be conducted. Accordingly, in the event Tenant discovers any condition or set of circumstances related to the Property or the Landlord's financial condition that the Tenant determines in its sole discretion adversely impacts the Tenant's ability to conduct business on the Property, then Tenant may immediately terminate this Lease without penalty, provided only that the Base Rent and Additional Rent shall be paid pro-rata through date of termination.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date and years first above written.

PANTHERA ENTERPRISES, LLC

By ______________________ James Panelli
Member
Managing member

PANTHERA TRAINING, LLC

By ______________________
Managing member