IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

IN RE:

PANTHERA ENTERPRISES, LLC, Debtor.

BANKRUPTCY CASE NO.: 2:19-bk-00787
CHAPTER 7

OBJECTION TO THE DEBTOR'S MOTION FOR AN ORDER APPROVING THE SALE OF THE DEBTOR'S REAL PROPERTY AND NOVATING CERTAIN GOVERNMENT CONTRACTS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. SECTION 363

COMES NOW the Claimants, Renick C. Williams, Betty P. Williams, his wife, and Robert R. Williams, by and through their attorney, James E. Smith, II, Esq, and Objects to the Trustee's Motion to sell real estate of the Debtor, free and clear of the interests of the Claimants, based upon the following:

1) The Plaintiffs, Renick C. Williams and Betty P. Williams, his wife, were the Grantors of real estate located in the Moorefield District of Hardy County, West Virginia, containing 689.40 acres, +/-, of which TENX Group, LLC, the predecessor of the Defendant/Debtor, purchased. A copy that Deed of Conveyance is attached hereto and made a part hereof and labeled Exhibit "A". The Plaintiff, Robert R. Williams, is the designated agent of Renick C. Williams and Betty P. Williams, his wife, as stated in the above-referenced Deed of Conveyance.

2) Upon information and belief, the Defendant/Debtor is a Delaware limited liability company, previously formed as TENX Group, LLC in or about October, 2011.

3) On September 13, 2019, the Defendant/Debtor filed its voluntary petition under Chapter 11 of the Bankruptcy Code. Thereafter, on July 21, 2020, the proceeding was converted to a Chapter 7 proceeding.

4) On March 29, 2021, Aaron C. Amore, Esq., Court-Appointed Chapter 7 Trustee, filed a Motion for an Order Approving the Sale of the Debtor's Real Property and Novating Certain Government Contracts Free and Clear of Liens, Claims, Interests, and Encumbrances Pursuant to 11 U. S. C. Section 363.

5) Objections to the Trustee's Motion are to be filed on or before April 20, 2021. A video conference/hearing has been scheduled to occur at 9:30 A.M. on April 22, 2021.

6) The following Restrictive Covenants are included within Exhibit "A":

> The real estate herein conveyed is also subject to any rights or easements which may affect same and which are of record in the aforesaid Clerk's Office, and it is expressly understood that the parties hereto do mutually agree and the Grantee takes title subject to the following reservations, covenants and restrictions, notice of which is acknowledged by the Grantee upon the delivery and recordation of this deed, and shall be deemed covenants running with the land:
>
> 1. The Grantors hereby expressly reserve all minerals, including oil and gas, mineral rights and the rights to the extractions of same, underlying and appurtenant to the subject 689.40 acre tract. The parties acknowledge that there is a current oil and gas lease with Chesapeake Allegheny and conveyance of this real estate is made subject to same. Surface disruption for the purpose of extracting minerals shall be made without the agreement of the surface owner and the title holder of mineral rights.

2. In the event the Grantors herein should purchase adjoining real estate to the subject 689.40 acre tract, they do hereby reserve the necessary easements across the subject 689.40 acres to provide sewer, water, gas telephone and electric service and such additional easements, as my be required to provide for septic, waste disposal, and storm water drainage to meet local and State government requirements, relating to any structures or construction upon such adjoining tract. Said rights of way shall not exceed 20 feet in width, unless required by the service provider. Said rights of way will be 20 feet on either side of Fish Pond Road and 20 feet along property boundaries. The location of the reserved areas shall be made after giving reasonable notice to the Grantee, its successors or assigns, with placement in the least obstructive location as is possible and the Grantee, its successor and assigns shall not unreasonable withhold access to such services by the Sellers.

3. There is an adjoining 18 acres, more or less, parcel, lying along the bounds of "Corridor H", which is the subject of a pending condemnation proceeding by the State of West Virginia, Department of Transportation, and upon completion of the condemnation proceedings, should this 18 acre tract become available for purchase, the Grantee may also purchase such additional acreage for the price of $4,500 per acre. Should said 18 acres become available and the Grantee elects not to purchase same, then the Grantors and their successors in interest, will be given an adequate right of way by the Grantee, or its successors in interest, which right of way area will allow for the construction of a road which satisfies Hardy County subdivision road standards and provides access from Fish Pond Road.

4. The Grantors hereby expressly reserve, for themselves, their heirs, successors in interest and assigns, one half (½) of the unobstructed water flow from the spring situate upon said property, to supply potable water for the use of their adjoining real estate. The Grantee agrees that it shall not restrict the natural flow, nor cause or allow to be caused, any contamination of the tributaries to Anderson Run, by any operations upon the subject property and shall take all proper precautions to protest the water source in compliance with federal, state and local laws, statues, ordinance, rules and regulations relating to liability for, or cost of other actual or threatened danger to human health or the environment, including, without limitations, laws relating to emissions, discharges, disposal practices, or release of regulated materials into the environment, including, without limitation, ambient air, indoor air, surface water, ground water, land surface of sub-surface strata, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of regulated materials.

In addition thereto, either party, that being the Grantor, Grantee, or their successors in interest, may develop the spring to service acreage owned by the respective parties hereto. Then, and in such event, the party or parties desiring to so develop the spring, shall share on a pro rata basis, the cost of such development and maintenance of the facility based upon their respective usage. In either event, the Grantee, its successors and assigns, agrees it shall grant easements for the spring development including land for collection, treatment and holding facilities. Easements of 20 feet in width will also be granted for utility lines necessary to operate the facilities and utility lines used to disseminate water to Fish Pond Road along existing road or by following the edge of the stream bed. Location of these facilities and utility easements must be granted in such locations as to prevent incurring unreasonable expense in developing the spring.

5. The Grantors shall have a period of one (1) year from date of conveyance to remove the 40 foot culvert, the cabin, barn and stone foundation and structure of an old dwelling house, and grainery, situate upon the subject 689.40 acre tract.

6. It is understanding of the parties hereto that the Grantee shall operate a facility upon the subject real estate to provide training for security personnel from the State Department, Department of Homeland Security, Department of Defense, Law Enforcement and Defense contractors, and any substantial change in use of the property following the execution of this sales agreement and thereafter, must first be authorized by the Grantors and/or their then surviving children.

7. Should the Grantee, or its successor in interest, desire to sell or otherwise transfer all or any portion of the subject real estate to a disinterested third party (which term shall not include any parent or subsidiary corporation or entity associated with TenX Group, LLC) as evidenced by a bona fide written offer received from such third party, which offer shall be kept strictly confidential between the parties hereto, then prior to so doing, they shall offer to the said Renick C. Williams, Betty P. Williams, or any of their then surviving children, the real estate at such price and upon such terms and conditions no less favorable than those which it was willing to accept from the disinterested third party. Such offer by the Grantee to sell or transfer shall be in writing and shall contain a copy of the written offer by such third party, and shall be sent to the Grantors or their surviving children, by certified mail to their designated agent, Robert Williams at P.O. Box 122, Moorefield, West Virginia 26836. The Grantors, their children or any business entity in which those parties are an owner or member, shall have fifteen (15) days from the date of mailing of such notice within which to give notice of any intent to exercise this right of first refusal and thirty (30) days within which to provide verification of their financial ability to exercise this option. Should any person/party exercise this right of first refusal, he/she/it shall be under a duty to comply with and assume each of the terms and conditions of the written offer to sell which the Grantee, or its successor in interest, has received from the third party. This right of first refusal shall be subordinate to the right of the Grantee to obtain financing, using the subject property as security, for said loan, and the signatures of those persons having the right of first refusal shall not be necessary upon any instrument required by a lender in order to obtain such loan.

8. In the event the sale of the subject 689.40 acre tract is completed, thereafter, should be said TenX Group, LLC, after having given the Grantors or their children opportunity to exercise their right of first refusal set forth above, sell any interest in the assets (including real and personal property) and operation of that business and property (real and personal) known as Panthera Training Center, LLC, the Grantors, their heirs or assigns, shall receive five percent (5%) of the greater of, gross sales proceeds received or gross value of assets transferred, as a part of said transaction(s), not to exceed One Million Dollars ($1,000,000.00) in total.

9. The Grantee shall adhere to all terms and conditions as approved by the Hardy County Planner's Office, as testified to and documented by the Hardy County Board of Appeals at its May 29, 2009 meeting, regarding to operation of their facilities upon this real estate. Any variance from the application which was previously approved by the County authorities must be properly applied for through the Hardy County Planner's Office, with notice thereof to the Grantors. This condition shall include all limitations and representations (both written and oral) made to the Hardy County Planner's Office regarding night driving, shooting, caliber of guns and size of explosives.

10. The Grantee agrees that it shall comply with all applicable Federal, State and local laws, ordinances, rule and regulations having jurisdiction over the subject property, including applicable environmental hazardous water or substances, and underground storage laws and for any Department of Environmental Protection work not completed at time the sale is complete.

Conveyance of the afore described real estate is make subject to any and all restrictive covenants or provisions which are duly recorded in the Office of the Clerk of County Commission of Hardy County, West Virginia.

7) The Claimants object to the Trustee's attempt to strip the restrictive covenants that were created at the time of the conveyance. The Trustee's attempt violates 11 U. S. C. 363(f)(1), inasmuch as West Virginia law recognizes the above referenced restrictive covenants as a property right which are incapable of being stripped away.

8) 11 U.S.C. 363(e) provides in pertinent part:

> (e) Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest. This subsection also applies to property that is subject to any unexpired lease of personal property (to the exclusion of such property being subject to an order to grant relief from the stay under section 362).

As a result of Section 363(e), the Claimants are entitled to an interim Order from this Honorable Court prohibiting or otherwise providing adequate protection to the Claimants of their interest in the subject property.

WHEREFORE, the Claimants would pray for the following:

1) That this Honorable Court would accept this Objection as being timely filed;

2) This Honorable Court would enter an Order denying the Trustee's Motion to Sell the above referenced real estate free and clear of all liens and encumbrances;

3) And for such other relief this Honorable Court deems equitable and just.

RENICK C. WILLIAM and BETTY P. WILLIAMS, husband and wife ROBERT R. WILLIAMS, PLAINTIFF, BY COUNSEL

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Counsel for the Claimants

CERTIFICATE OF SERVICE

I, James E. Smith, II, Esquire, a practicing attorney, do hereby certify that on the 20th day of April, 2021, I served the foregoing Claimant's Objection to the Trustee's Motion to sell real estate of the Debtor, free and clear of the interests of the Claimants, by electronic filing via CM/ECF with the Clerk of Court, which will send notification of such filing to all interested parties and creditors having entered their appearance herein, as well as by Electronic Mail transmission and by United States Mail, first class, postage pre-paid to:

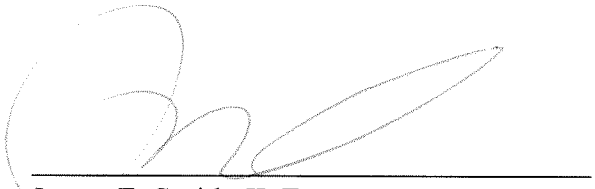
1. Aaron C. Amore, Esq., Chapter 7 Trustee, 206 West Liberty Street, P. O. Box 386, Charles Town, West Virginia 25414;

2. Robert S. Bernstein, Esq., Bernstein-Burkley, PC, 707 Grant Street, 220 Gulf Tower, Pittsburgh, PA 15219;

3. Mark A. Lindsay, 707 Grant Street, Suite 2200, Pittsburgh, PA 15219;

4. Slaene Rae Mazur Kraemer, Bernstein-Burkley, PC, 707 Grant Street, 2200 Gulf Tower, Pittsburgh, PA 15219;

5. John J. Richardson, 707 Grant Street, 2200 Gulf Tower, Pittsburgh, PA 15219



James E. Smith, II, Esq.
Counsel for the Claimants