TENX GROUP, LLC
1900 CAMPUS COMMONS DR
SUITE 10
RESTON, VA 20191

BOOK 328 PAGE 506(9) 191329

RENICK C. WILLIAMS and BETTY P. WILLIAMS, husband and wife

TO: DEED

TENX GROUP, LLC,
a Delaware Limited Liability Company

THIS DEED, made and entered into this 21st day of August, 2013, by and between RENICK C. WILLIAMS and BETTY P. WILLIAMS, husband and wife, whose address is P.O. Box 664, Moorefield, West Virginia 26836, Grantors and Parties of the First Part, and TENX GROUP, LLC, a Delaware Limited Liability Company, whose address is 1900 Campus Commons Drive, Suite 10, Reston, Virginia 20191, Grantee and Party of the Second Part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration deemed valid in law, the receipt of all of which is hereby acknowledged, the said RENICK C. WILLIAMS and BETTY P. WILLIAMS, husband and wife, Grantors and Parties of the First do, by these presents, grant, sell and convey with COVENANTS OF GENERAL WARRANTY, unto TENX GROUP, LLC, a Delaware Limited Liability Company, Grantee and Party of the Second Part, all that certain tract or parcel of real estate situate 2.1 miles west of Old Fields, West Virginia on both sides of County Route 220/8, on the drains of Anderson Run, in Moorefield District of Hardy County, West Virginia, containing 689.40 Acres, more or less, inclusive of County Route 220/8, according to a survey prepared by Curtis E. Keplinger, Professional Surveyor, WV No. 518, together with all rights, rights of way and appurtenances thereunto belonging, SUBJECT, HOWEVER, to the reservation of all minerals and mineral rights by the Grantors herein, and certain improvements situate thereon as hereinafter specifically set forth. Said real estate is more particularly described by that certain "Plat of Survey for Moorefield Training Center", under the signature and seal of Curtis E. Keplinger, PS, which plat shall be placed of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, contemporaneously herewith, and said plat is incorporated herein by reference for a more complete metes and bounds description.

This real estate is assessed by the Hardy County Assessor's Office as Tax Map 203, Parcel 8.

Being a part of that real estate which was conveyed unto the Grantors, by deed from Effie S. P. Maphis and Donald W. Maphis, husband and wife, dated the 22nd day of April, 1992, and of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book No. 218, at Page 211. Reference is hereby made to aforesaid deed and other documents therein referred to and same are incorporated herein, by reference, for all proper and pertinent reasons.

The real estate herein conveyed is also subject to any rights or easements which may affect same

EXHIBIT "A"

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 not 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 for sewer, water, gas, telephone and electric service and such additional easements, as may 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 acre, 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 protect the water source in

compliance with federal, state and local laws, statutes, 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 releases 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 facility 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 the 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 the 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 ($1,000,000.0) 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 the 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, rules and regulations having jurisdiction over the subject property, including applicable environmental hazardous waste or substances, and underground storage laws and for any Department of Environmental Protection work not completed at time the sale is completed.

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

Grantee agrees to assume and be solely responsible for the real estate taxes on the subject real estate beginning with the calendar year 2014, however assessed.

TO HAVE AND TO HOLD the real estate herein conveyed, together with all rights, ways, easements and appurtenances thereunto belonging or in anywise appertaining unto the said TENX GROUP, LLC, a Delaware Limited Liability Company.

DECLARATION OF CONSIDERATION OR VALUE AND AFFIDAVIT OF RESIDENCY

Under the penalties of fine and imprisonment as provided by law, the undersigned Grantors do hereby certify that they are residents of the State of West Virginia, and that the total consideration paid for the property transferred by the document to which this declaration is appended is $$3,759,300.00.

WITNESS the following signatures and seals:

Renick C Williams (SEAL)
RENICK C. WILLIAMS

Betty P. Williams (SEAL)
BETTY P. WILLIAMS

STATE OF WEST VIRGINIA,

COUNTY OF HARDY, TO WIT:

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by Renick C. Williams.

My commission expires: December 18, 2017.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
LUCINDA S. MANGOLD
JOYCE E. STEWART, ATTORNEY AT LAW
113 WINCHESTER AVE
MOOREFIELD, WV 26836
My commission expires December 18, 2017

Lucinda S Mangold
NOTARY PUBLIC
(Seal Required)

STATE OF WEST VIRGINIA,

COUNTY OF HARDY, TO WIT:

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by Betty P. Williams.

My commission expires December 18, 2017.

NOTARY PUBLIC
STATE OF WEST VIRGINIA
LUCINDA S. MANGOLD
My commission expires December 18, 2017

Lucinda S Mangold
NOTARY PUBLIC
(Seal Required)

This Deed was prepared by:
Joyce E. Stewart, Attorney at Law
113 Winchester Avenue
Moorefield, WV 26836
(304) 538-3090

HARDY COUNTY PLANNING OFFICE
APPROVED
MINOR SUBDIVISION
BY: Melissa Scott
AUG 22 2013

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

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

HARDY COUNTY PLANNING OFFICE
APPROVED
MINOR SUBDIVISION
BY: _____
AUG 2 2 2013

This document presented and filed:
08/22/2013 09:47:42 AM
Gregory L. Ely, Hardy County, WV
191329 Transfer Tax: $16,541.80