EXHIBIT A

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Merchant Receivables Purchase and Security Agreement

THIS RECEIVABLES PURCHASE AND SECURITY AGREEMENT

(the "Agreement") is made effective as of:

August 18, 2017

BY AND BETWEEN:

AZADIAN GROUP LLC
(a Delaware limited liability company)
590 Madison Ave., 21st Fl., New York, NY 10022

- and -

TENX GROUP LLC
(a Delaware limited liability company also doing business as "PTC" and "Panthera Worldwide")
2506 Fish Pond Rd., Old Fields, WV 26845
and its affiliated companies, guarantors, subsidiaries, successors and assigns
(jointly and severally, "Merchant")

The Company and Merchant are jointly referred to herein as the "Parties".

WHEREAS, Merchant wishes to sell, assign and transfer, without recourse (except to the extent provided herein), and Company wishes to purchase, for the purchase price set out below ("Purchase Price"), Merchant's entire right, title and interest in a percentage specified herein of each of Merchant's future receivables ("Future Receivables") owed to Merchant until the amount specified below, which amount includes fees due at signing as set forth in Appendix A – Fee Schedule attached hereto ("Specified Amount") has been paid to the Company ("Purchased Receivables") at the draw rate ("Draw Rate") specified below:

DS JVP

DS RCJ

Purchase Price:	$337,500.00
Specified Amount:	$417,937.52
Daily Draw Rate:	$2,713.88
Estimated Draw Duration:	154 days
Payment Frequency:	Daily, banking days only

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NOW THEREFORE, Company and Merchant agree as follows

1. Transaction

1.1 To the extent the Purchased Receivables or Future Receivables include credit card, cash or other accounts receivable, the purchase and sale of the Purchased Receivables pursuant hereto shall constitute a sale of accounts as such term is used in Article 9 of the Uniform Commercial Code ("UCC"), which sales are absolute and irrevocable, and provide the Company with the full benefits of ownership of Purchased Receivables. Merchant has no right to repurchase or resell the Purchased Receivables.

1.2 To the extent the Purchased Receivables or Future Receivables include one or more credit card receivables, Merchant represents and warrants that it has entered into a merchant service agreement with Merchant's Service Provider to obtain credit card processing services ("Processor Agreement"), and hereby authorizes such credit card processor(s) to pay the funds attributable to the Purchased Receivables directly to the Company rather than to Merchant in the event of a default by Merchant under this Agreement. Merchant also represents and warrants that Merchant maintains a depository bank account ("Account") with its bank into which Merchant deposits funds received from Merchant's Service Provider, and hereby authorizes Company to debit Merchant's Account for the daily draw rate or other charges relating to the Purchased Receivables.

1.3 In connection with the foregoing purchase and sale, Merchant hereby irrevocably authorizes the Company to file one (1) or more financing or continuation statements, or amendments thereto, without the signature of the Merchant where permitted by law, as may be necessary or appropriate to perfect and maintain the perfection of the Company's ownership interest in the Purchased Receivables.

1.4 Merchant understands and acknowledges that this Agreement constitutes a purchase of Merchant's receivables and is not a loan agreement. Merchant further agrees that neither this Agreement nor the transaction set forth in the Agreement is intended to be or shall be deemed a loan or loan agreement. Merchant further agrees that Merchant will not assert, in any lawsuit or other proceeding that this Agreement or the transaction set forth in the Agreement is a loan, and Merchant agrees to indemnify and hold the Company harmless from all expenses, damages, costs or fees resulting from any such assertion by Merchant.

1.5 Merchant acknowledges receipt of and agrees to the Fee Schedule included as Appendix A to this Agreement, and specifically agrees that the fees due at signing shall be due, payable and earned by the Company at signing as part of the consideration for the transaction set forth herein. Merchant agrees to be liable for and pay all contingent fees set forth in the Fee Schedule in the event the applicable contingency is met.

2. Security Interest

2.1 In the event that this Agreement does not constitute a valid sale, assignment, transfer and conveyance of all right, title and interest of Merchant in the Purchased Receivables, despite the intent of the Parties hereto, the Merchant hereby grants a "security interest" (as defined in the UCC) in the Purchased Receivables and the Parties agree that this Agreement shall constitute a security agreement under the UCC. Merchant hereby irrevocably authorizes the Company to file one or more financing or continuation statements, and amendments thereto, without the signature of Merchant where permitted by law.

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3. Processing

3.1 Merchant authorizes the Company and/or its affiliates, agents, or servicers to initiate electronic debit or credit entries through the ACH system to Merchant's Account or any other depository account maintained by Merchant wherever located to satisfy Merchant's obligations to convey a portion of the Purchased Receivables under this Agreement. Merchant may only terminate this authorization by giving the Company thirty (30) days advance written notice of termination. Company will collect the Purchased Receivables and any other fees or charges associated therewith by ACH entries to Merchant's Account unless Company advises Merchant in writing that it is obtaining the Purchased Receivables directly from Merchant's credit card processor as set forth below.

3.2 Merchant also authorizes its credit card processor(s) to deposit the Purchased Receivables directly into the Company's account in accordance with this Agreement, as designated by the Company. Such authorization shall be irrevocable, absolute and unconditional. Merchant acknowledges and agrees that its credit card processor(s) may provide the Company with certain of Merchant's financial information as permitted by law and the Processor Agreement. Merchant agrees that its credit card processor(s) may charge and collect its processing fees and the Specified Percentage on a daily discounted basis.

4. Due Diligence

4.1 Merchant authorizes the Company to conduct background, onsite and financial examinations of Merchant, which may include, but is not limited to, address verifications for up to ten (10) years; verification of the status of the licenses, permits, authorizations and/or governmental filings of Merchant; verification of insurance coverage; verification of good business practices through the appropriate agencies; and a search for bankruptcies, liens or judgments in all jurisdictions where Merchant has conducted business.

4.2 Any onsite examination may include, but is not limited to, verification that business is conducted as Merchant represents, at all sites where it conducts business. Such examination shall be conducted upon reasonable prior notice to Merchant, and only during reasonable business hours.

4.3 Any financial examination may include, but is not limited to, a review of Merchant's current financial statements, its most recent annual reports, tax returns for the previous three (3) years, and all documentation supporting employee bonds and insurance policies.

4.4 Merchant shall provide the Company with information sufficient to allow the Company to obtain read or view only access to Merchant's operational bank account during the term of this Agreement for due diligence purposes and for ensuring Merchant's compliance with this Agreement. The Company agrees to access Merchant's account only for purposes of this Agreement, and the Company will not access the account after Merchant's obligations under this Agreement have been fulfilled.

4.4 If Merchant is not publicly held, Company, or its agents, may conduct background and financial examinations of all principals owning ten percent (10%) or more of Merchant. Such examinations may include, but are not limited to, a review of information regarding criminal history for all jurisdictions where the principal has resided and been employed, address verification for all residences, and employment verification. The examination may also include, but is not limited to, a review of the credit standing of the principal, and a search for bankruptcies and judgments in all jurisdictions where the principal has resided or been

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employed. The review may also include a review of up to three (3) years of personal tax returns.

5. Indemnification

5.1 Merchant hereby indemnifies and holds harmless its credit card processor(s), and their member banks, Merchant's depository bank, Company's ACH processing service provider, and the Company, and its officers, managers, owners, affiliates, employees, agents and representatives (each an "Indemnitee" and collectively the "Indemnitees") from and against any and all losses, damages, claims, liabilities and expenses, including, but not limited to, attorney's fees incurred by any of the Indemnitees arising from (i) actions taken in reliance upon information or instructions provided to the Company and/or the credit card processor(s) and their member banks by or on behalf of Merchant, or (ii) the occurrence of termination of this Agreement. In no case will the Indemnitees be liable for any claims asserted against them based on any theory of law or equity for lost profits, revenues, or business opportunities; exemplary, special or consequential damages, each of which is hereby expressly waived by Merchant. However, in the event that any Indemnitee shall be found liable, damages shall not, under any circumstances, exceed the specified amount.

6. Modification

6.1 Merchant shall comply with all terms and provisions of this Agreement and the Processor Agreement, and shall not modify or cancel either this Agreement or the Processor Agreement at any time or in any manner.

7. Covenants

7.1 Merchant shall not conduct business under any other name than that disclosed herein, and shall not change the location of the business or the state of formation without the Company's prior written consent. Merchant shall conduct its business in the ordinary course and in substantially the same manner as heretofore conducted, and shall use commercially reasonable efforts to not commit any act that results in a material reduction of its Future Receivables, including, but not limited to, the refusal, for any reason, to accept bona fide credit cards as payment for transactions. Merchant shall not close or divert assets away from the Account, and Merchant shall continue to use the Account in the ordinary course of Merchant's business. Further, unless and until the Purchased Receivables have been paid in full, Merchant and its owners shall not enter into any transaction involving the sale of Merchant, either by an issuance, sale or transfer of ownership interests in Merchant that results in a change in voting control of Merchant; by a sale or transfer of substantially all of the assets of Merchant; or otherwise. The occurrence of any such event shall constitute a breach of this Agreement.

7.2 If an entity, Merchant is a validly existing entity, in good standing under the laws of the State of where it was incorporated or registered the person executing this Agreement on behalf of Merchant has full power and complete authority to execute this Agreement on behalf of Merchant, and this Agreement is valid, binding and enforceable against Merchant.

7.3 There are no civil or criminal proceedings pending before any court, government agency, arbitration panel, or administrative tribunal or, to Merchant's knowledge, threatened against Merchant, which may result in any materially adverse change in the business,

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property or financial condition of Merchant.

7.4 Merchant is in compliance with any and all applicable federal, state and local laws and regulations, and possesses and is in compliance with any and all permits, authorizations and licenses to own, operate and lease its properties, and to conduct the business in which it is presently engaged. Merchant possesses insurance in such amounts and against such risks as is necessary to protect its business.

7.5 Merchant has filed or caused to be filed any and all federal, state, local and foreign tax returns which are required to be filed, and has paid or caused to be paid any and all taxes as shown on such returns or on any assessment received by Merchant to the extent that such taxes have become due, and Merchant has no knowledge of any material liability for any tax to be imposed on Merchant or any of its assets or properties for which adequate provision has not been made in its financial statements.

7.6 Each Future Receivable, when created, shall be a legal, valid and binding obligation of Merchant. No sale of a Purchased Receivable will constitute a fraudulent transfer or a fraudulent conveyance, or will otherwise be void or voidable under similar laws or principles, the doctrine of equitable subordination, laws regarding preferential transfers, or for any other reason.

7.7 Merchant shall not, without the prior and express written consent of the Company: (i) grant any extension of time for payment of any of the Purchased Receivables; (ii) compromise, write-down, write off or otherwise settle any of the Purchased Receivables for less than the full amount thereof; (iii) release any debtor or account associated with the Purchased Receivables; or (iv) grant any credits, offsets, reductions, return authorizations or the like with respect to any of the Purchased Receivables.

7.8 Merchant shall not sell, encumber, dispose of or create any lien on any asset of Merchant that serves as security under this Agreement. Merchant agrees to maintain insurance on all insurable property owned by Merchant that serves as security under this Agreement in amounts and types acceptable to the Company and in line with common practices in Merchant's industry.

7.9 Merchant shall indemnify the Company for any loss arising out of any claim of avoidance, including any claim in connection with applicable bankruptcy laws, from any debtor associated with the Purchased Receivables.

7.10 Merchant shall not use any portion of the funds paid to Merchant under this Agreement for any household personal, family or non-business use.

7.11 Any and all representations made in: Merchant's application forms, this Agreement; and any and all financial statements or other materials delivered to the Company by Merchant in connection with this Agreement, are true, complete and correct, and no material fact has been omitted.

7.12 No portion of Merchant's Future Receivables, or any other assets pledged pursuant to Section 9 hereof, is subject to any lien, security interest, assignment, option or encumbrance, other than the security interest(s) granted to the Company, Merchant's credit card processor(s), and/or their member banks. There have been no material, adverse changes in Merchant's business, nor does Merchant have knowledge of any event that may occur in the future that could negatively impact Merchant's business.

7.13 Merchant has provided the Company with a list of uses of the proceeds paid to

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Merchant by the Company under this Agreement, which sets forth a true, accurate and complete list of Merchant's intended uses of the proceeds. Merchant has determined that it is in Merchant's best interest to sell the Purchased Receivables to obtain current funding for the purposes described on the list of uses.

7.14 Each and all of the foregoing representations shall be deemed to be continuing covenants of Merchant, and shall remain true and accurate at all times after the date of this Agreement, until the Purchased Receivables have been paid in full.

8. Timing and Method of Funding

8.1 Merchant and the Company agree that the Company shall purchase the Purchased Receivables on a date to be determined by the Company, at its sole discretion, (the "Purchase Date"). Merchant and the Company also agree that the Company, at its sole discretion, may refuse to purchase the Purchased Receivables for any or no reason. Merchant and the Company further agree that the Company shall provide payment through any commercially reasonable method, at the Company's sole discretion, including, but not limited to, check, federal funds wire, ACH transfer or obtaining the Purchased Receivables directly from Merchant's credit card processor.

9. Grant of Security Interest

9.1 To secure performance of Merchant's obligations hereunder and the Company's interest in the Purchased Receivables, Merchant grants to the Company a continuing security interest in the following, to the extent and in the amount of the Purchased Receivables:

> All assets of Debtor(s) including the following property that Debtor(s) now own(s) or shall acquire or create immediately upon the acquisition or creation thereof: (i) any and all amounts owing to Debtor(s) now or in the future from any customers or any merchant processor(s) processing charges made by customers of Debtor(s) via credit card or debit card transactions; and (ii) all other tangible and intangible personal property, including but not limited to (a) inventory, (b) equipment, (c) investment property, including certificated uncertified securities, securities accounts, security entitlements, commodity contracts, and commodity accounts, (d) instruments, including promissory notes, (e) chattel paper, including tangible chattel paper and electronic chattel paper, (f) documents, (g) letter of credit rights, (h) accounts, including health care insurance receivables, (i) deposit accounts, (j) commercial tort claims, (k) general intangibles, including payment intangibles and software, (l) all accounts receivable, and (m) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code. The Security Interest Debtor(s) grant(s) includes all accessions, attachments, accessories, parts, supplies, and replacements for the collateral, all products, proceeds, and collections thereof and all records and data relating thereto.

The Company shall have all rights and be entitled to all benefits afforded to a secured creditor under the UCC, or otherwise at law. Merchant hereby authorizes the Company to file and/or record such further instruments, agreements or undertakings, and such certificates of title,

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financing and continuation statements, and other instruments, as the Secured Party may deem necessary or desirable to perfect, protect and preserve the security interests hereby granted in the Collateral. Nothing contained in this Section 9 shall be construed to change the Parties' intent under this Agreement to effect a final sale of the Purchased Receivables, as opposed to a secured loan or any other type of credit transaction.

10. Termination

10.1 This Agreement shall be terminated in the event of any of the following:

(a) Merchant breaches any term or provision of the Processor Agreement and/or this Agreement;

(b) Merchant changes its current credit card processor(s) and or Account information without proper advance notice to the Company

(c) Merchant permits any event to occur that could cause a diversion of any Future Receivables;

(d) Merchant is found to have made a materially false or incorrect representation, warranty or statement;

(e) the Company shall fail to have valid and unencumbered ownership in and to the Purchased Receivables; or

(f) there is any materially adverse change in Merchant's operation, or any other event which materially affects Merchant's ability to perform its obligations hereunder

10.2 In the event of termination of this Agreement, the Company shall have, in addition to all other rights and remedies under this Agreement or otherwise, all other rights and remedies provided by the UCC.

10.3 In addition, and to the extent consistent with both the Processor Agreement and any other then applicable terms or provisions entered into with the credit card processor(s) and their member banks, the Company shall, upon termination, have the right to (i) instruct any credit card processor of Merchant to collect, without prior notice to Merchant, the entire uncollected balance of the Specified Amount from any and all of Merchant's Future Receivables, and/or (ii) unilaterally change, or cause Merchant's credit card processor(s) unilaterally to change, Merchant's discount rates and fees.

10.4 In addition, the Company shall, upon Merchant's default and/or termination, have the right to debit or cause to be debited from any of Merchant's depository and/or operating bank accounts, without prior notice to Merchant, the entire uncollected balance of the Specified Amount from any and all of Merchant's Future Receivables.

11. Waiver

11.1 The Company's failure to exercise any right under this Agreement does not constitute a waiver on the Company's part to exercise such rights at a later time. Nor shall

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any singular or partial exercise of any right under this Agreement preclude the Company from any other future exercise of any right.

11.2 The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

12. Binding Effect; Assignment

12.1 This Agreement shall be binding upon and inure to the benefit of Merchant, the Company and their respective successors and assigns, except that Merchant shall not have the right to assign its rights or obligations or any interest in this Agreement without the prior written consent of the Company, which consent may be withheld in the Company's sole discretion. Any unauthorized assignment by Merchant shall be null and void. The Company may without the consent of Merchant and upon notice to Merchant, sell and assign all or any portion of all of the rights and obligations or duties of Merchant under this Agreement (an "Assignment"). From and after the effective date of any Assignment, this Agreement shall be deemed amended and modified (without the need for any further action on the part of either party) such that the assignee shall be deemed a party to this Agreement and, to the extent provided in the Assignment, have the rights and obligations of the Company under this Agreement associated with the Assignment, including but not limited to rights to the Company's receipt of security to secure Merchant's performance under this Agreement, rights to receive a guarantee from Merchant regarding the full and prompt performance of every Future Receivable under this Agreement and the Company's right to declare a default or an event of default under this Agreement and to receive damages from Merchant following a breach of the Agreement by Merchant. Notwithstanding the foregoing, unless otherwise notified in writing by any such assignee, Merchant shall not be required to take any action for the direct benefit of an assignee following such Assignment and its obligations under this Agreement shall not be altered thereby. In connection with such assignment, the Company may disclose all information that it has relating to Merchant or its business.

13. Costs and Expenses

13.1 The Company shall be entitled to recover from Merchant any and all reasonable costs and attorney's fees associated with and/or resulting from the enforcement of its rights and remedies hereunder or at law. Any payments under an indemnity claim, pursuant to Section 5 herein, shall include all foregoing costs and expenses, as well as interest thereon at a rate of ten percent (10%) per month from the date the obligation is due to the Indemnified Party until the indemnity claim shall be paid.

14. Survival and Further Assurances

14.1 All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement, and shall continue in full force and effect until such time as all obligations under this Agreement have been satisfied.

14.2 Merchant agrees, from time to time, upon the Company's request, to make, execute, acknowledge, and deliver to the Company such further and additional instruments, documents, and agreements, and to take such further action as may be required to carry out the intent and purpose of this Agreement.

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15. Jury Trial

15.1 The Parties hereby waive trial by jury in any court presiding over any suit, action or proceeding arising under this Agreement, unless such waiver is prohibited by law. The Parties acknowledge that this waiver is made knowingly and voluntarily. The Parties have been given ample time and opportunity to seek advice of counsel prior to the execution of this Agreement.

16. Counterparts and Reproductions

16.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. This Agreement may be executed by electronic signature. Facsimile, email or other electronic copies of signatures to this Agreement shall be deemed to be originals, and the Parties may rely upon such copies to the same extent as the originals.

17. Entire Agreement

17.1 This Agreement contains the entire understanding of the parties hereto with regard to its subject matter and supersedes all prior agreements and negotiations, whether oral or written, between the Parties hereto. This Agreement may not be modified without the Company's express written consent and any such modification must be in writing and signed by Company.

18. Severability

18.1 Should any term or provision of this Agreement be deemed invalid, illegal or unenforceable, then such invalid, illegal or unenforceable term or provision shall be null and void, and all other terms and provisions of this Agreement shall continue in full force and effect as though such invalid, illegal or unenforceable term or provision had never been a part hereof.

19. Governing Law, Jurisdiction

19.1 This Agreement and all prior agreements between the Parties shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflict of laws provisions. All legal action filed as a result of this Agreement and all prior agreements between the Parties shall be filed in the federal or state courts within the State of Delaware and the Parties submit themselves to the exclusive personal jurisdiction of such courts for any such actions.

20. Ratification

20.1 This Agreement shall not constitute a contract until fully executed by all Parties

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hereto.

20.2 Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

21. Additional Agreements

21.1 Purchase Price equals $337,500.00, to be disbursed as follows:

DS JVP

- $187,500.00 paid to Change Capital Partners Fund I, LLC ("CCP") to pay off a prior outstanding amount due to CCP from Merchant;

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DS RCJ

- Balance of $150,000.00, less $5,000.00 origination and processing fees, equals $145,000.00 advanced to Merchant via wire transfer.

21.2 EARLY PAYMENT DISCOUNT

Merchant may repay the outstanding balance of the Specified Amount at any time prior to 09/18/2017, at a discounted payoff of 85% of the total outstanding balance of the Specified Amount at the time of payoff.

21.3 PERSONAL GUARANTEE

IN CONSIDERATION OF COMPANY ENTERING INTO THIS AGREEMENT, AND TO INDUCE COMPANY TO ENTER INTO THIS AGREEMENT, THE UNDERSIGNED PRINCIPAL(S) OF MERCHANT ("GUARANTOR(S)") HEREBY PERSONALLY GUARANTEE TO COMPANY THAT: (A) GUARANTORS ABSOLUTELY AND UNCONDITIONALLY GUARANTEE THE FULL AND PUNCTUAL PAYMENT TO THE COMPANY OF ALL SUMS WHICH MAY BE PRESENTLY DUE AND OWING AND FOR ALL SUMS WHICH SHALL IN THE FUTURE BECOME DUE AND OWING TO THE COMPANY FROM MERCHANT, WHETHER DIRECT OR IN DIRECT, WHETHER AS A BORROWER, GUARANTOR, SURETY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, INTEREST, ATTORNEYS' FEES AND OTHER AMOUNTS ACCRUING AFTER THE FILING OF A PETITION IN BANKRUPTCY BY OR AGAINST MERCHANT, NOTWITHSTANDING THE DISCHARGE OF MERCHANT FROM SUCH OBLIGATIONS, TOGETHER WITH ALL COSTS AND EXPENSES INCURRED BY COMPANY IN CONNECTION WITH SUCH OBLIGATIONS, THIS GUARANTY AND THE ENFORCEMENT THEREOF; (B) ALL INFORMATION PROVIDED BY MERCHANT TO COMPANY IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IS TRUE, CORRECT AND COMPLETE; (C) MERCHANT SHALL NOT OBTAIN ADDITIONAL CASH ADVANCE OR ACCOUNTS RECEIVABLE-BASED FUNDING/FINANCING PRIOR TO THE TIME THAT COMPANY HAS RECEIVED THE ENTIRE PURCHASED AMOUNT; AND (D) MERCHANT SHALL NOT BREACH, OR DO ANY OF THE ACTS PROHIBITED BY THIS AGREEMENT. THIS GUARANTEE ("GUARANTEE") SHALL BE THE CONTINUING, IRREVOCABLE, UNCONDITIONAL AND JOINT AND SEVERAL OBLIGATIONS OF THE GUARANTOR(S), AND THE GUARANTOR(S) HEREBY WAIVE DEMAND OF PAYMENT, NOTICE OF PRESENTMENT, AND ANY AND ALL REQUIREMENTS OF NOTICE, DEFENSES, OFFSETS AND COUNTERCLAIMS AND ANY OTHER ACT OR OMISSION OF COMPANY

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WHICH CHANGES THE SCOPE OF THE GUARANTOR(S)' RISK, AND GUARANTOR(S) FURTHER AGREE THAT COMPANY MAY PROCEED DIRECTLY AGAINST THE GUARANTOR(S) WITHOUT FIRST PROCEEDING AGAINST MERCHANT. BY SIGNING BELOW GUARANTOR(S) AGREE TO THIS GUARANTEE AND EACH REPRESENTATION, WARRANTY AND COVENANT SET FORTH IN THIS AGREEMENT, WHICH REPRESENTATIONS, WARRANTIES AND COVENANTS SHALL SURVIVE THE EXECUTION AND DELIVERY OR TERMINATION OF THIS AGREEMENT AS PROVIDED HEREIN. THE GUARANTOR(S) SPECIFICALLY CONSENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE APPLICABLE TO GUARANTOR(S).

21.4 CROSS CORPORATE GUARANTEE

IN CONSIDERATION OF COMPANY ENTERING INTO THIS AGREEMENT, AND TO INDUCE COMPANY TO ENTER INTO THIS AGREEMENT, THE UNDERSIGNED ENTITIES AFFILIATED WITH MERCHANT ("CORPORATE GUARANTOR(S)") HEREBY GUARANTEE TO COMPANY THAT: (A) ALL INFORMATION PROVIDED BY MERCHANT TO COMPANY IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT IS TRUE, CORRECT AND COMPLETE; (B) MERCHANT SHALL NOT OBTAIN ADDITIONAL CASH ADVANCE OR ACCOUNTS RECEIVABLE-BASED FUNDING/FINANCING PRIOR TO THE TIME THAT COMPANY HAS RECEIVED THE ENTIRE SPECIFIED AMOUNT; AND (C) MERCHANT SHALL NOT BREACH, OR DO ANY OF THE ACTS PROHIBITED BY THIS AGREEMENT. THIS GUARANTEE ("GUARANTEE") SHALL BE THE CONTINUING, IRREVOCABLE, UNCONDITIONAL AND JOINT AND SEVERAL OBLIGATIONS OF THE CORPORATE GUARANTOR(S), AND THE CORPORATE GUARANTOR(S) HEREBY WAIVE DEMAND OF PAYMENT, NOTICE OF PRESENTMENT, AND ANY AND ALL REQUIREMENTS OF NOTICE, DEFENSES, OFFSETS AND COUNTERCLAIMS AND ANY OTHER ACT OR OMISSION OF COMPANY WHICH CHANGES THE SCOPE OF THE CORPORATE GUARANTOR(S)' RISK, AND CORPORATE GUARANTOR(S) FURTHER AGREE THAT COMPANY MAY PROCEED DIRECTLY AGAINST THE CORPORATE GUARANTOR(S) WITHOUT FIRST PROCEEDING AGAINST MERCHANT. CORPORATE GUARANTOR(S) FURTHER GUARANTEE THE PAYMENT OF AND AGREES TO PAY ALL AMOUNTS DUE TO COMPANY UNDER THIS AGREEMENT. BY SIGNING BELOW CORPORATE GUARANTOR(S) AGREE TO THIS GUARANTEE AND EACH REPRESENTATION, WARRANTY AND COVENANT SET FORTH IN THIS AGREEMENT, WHICH REPRESENTATIONS, WARRANTIES AND COVENANTS SHALL SURVIVE THE EXECUTION AND DELIVERY OR TERMINATION OF THIS AGREEMENT AS PROVIDED HEREIN. THE CORPORATE GUARANTOR(S) SPECIFICALLY CONSENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE APPLICABLE TO CORPORATE GUARANTOR(S).

21.5 CONFESSION OF JUDGMENT

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT HEREUNDER, MERCHANT, GUARANTOR(S), AND CORPORATE GUARANTOR(S) HEREBY AUTHORIZE AND EMPOWER COMPANY, THROUGH ITS ATTORNEY OR THROUGH THE PROTHONOTARY OR CLERK OF ANY COURT OF RECORD, TO APPEAR FOR MERCHANT, GUARANTOR(S) AND CORPORATE GUARANTOR(S), WITH OR WITHOUT COMPLAINT FILED, TO CONFESS AND ENTER JUDGMENT, OR A SERIES OF JUDGMENTS, AGAINST MERCHANT, GUARANTOR(S) AND CORPORATE GUARANTOR(S) IN FAVOR OF COMPANY (AND/OR ITS SUCCESSORS OR ASSIGNS), FOR THE UNPAID BALANCE OF THE SPECIFIED AMOUNT (AS DEFINED IN THIS

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AGREEMENT) AND ALL OTHER SUMS PAID BY COMPANY TO OR ON BEHALF OF MERCHANT PURSUANT TO THE TERMS OF ANY AND ALL AGREEMENTS BETWEEN COMPANY AND MERCHANT, TOGETHER WITH ALL COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES FOR COLLECTION OF THE INDEBTEDNESS, ON WHICH JUDGMENT OR JUDGMENTS, ONE OR MORE EXECUTIONS MAY ISSUE FORTHWITH. MERCHANT AND GUARANTOR(S) HEREBY FOREVER WAIVE STAY OF EXECUTION, THE RIGHT OF INQUISITION AND EXTENSION OF TIME OF PAYMENT, AGREES TO CONDEMNATION OF ANY PROPERTY LEVIED UPON BY VIRTUE OF ANY SUCH EXECUTION, AND WAIVE ALL EXEMPTIONS FROM LEVY AND SALE OF PROPERTY THAT IS NOW OR HEREINAFTER MAY BE EXEMPTED BY LAW. THIS PARAGRAPH SHALL BE DEEMED A SUFFICIENT WARRANT OF ATTORNEY FOR ALL ACTION AUTHORIZED HEREIN.

[SIGNATURE PAGE TO FOLLOW]

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SIGNATURE PAGE

AGREED TO AND ACCEPTED BY:

"COMPANY"

AZADIAN GROUP LLC

DocuSigned by:
Raffi Azadian
By: _____
D875B75CA902477...
Name: Raffi Azadian
Title: Managing Member
Date: August 18, 2017 | 3:32:40 PM PDT

"MERCHANT"

TENX GROUP LLC

DocuSigned by:
James V. Punelli
By: _____
29F3A746C166456...
Name: James V. Punelli
Title: Managing Member
Date: 18/08/2017

DocuSigned by:
Raymond C. Jones
By: _____
E7D3E773EC52469...
Name: Raymond C. Jones
Title: Managing Member
Date: 18/08/2017

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GUARANTORS:

DocuSigned by:
James V. Punelli
29F3A746C166456...
James V. Punelli
Date: 18/08/2017

DocuSigned by:
Raymond C. Jones
E7D3E773EC52469...
Raymond C. Jones
Date: 18/08/2017

CORPORATE GUARANTOR(S):

PANTHERA TRAINING CENTER LLC

By: DocuSigned by:
James V. Punelli
29F3A746C166456...
Name: James V. Punelli
Title: Managing Member
Date: 18/08/2017

By: DocuSigned by:
Raymond C. Jones
E7D3E773EC52469...
Name: Raymond C. Jones
Title: Managing Member
Date: 18/08/2017

BLUE FORCE TECHNOLOGIES INC.

By: DocuSigned by:
James V. Punelli
29F3A746C166456...
Name: James V. Punelli
Title: Corporate Officer
Date: 18/08/2017

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Appendix A – Fee Schedule

1. **Processing Fee:** $5,000.00

2. **ACH Program Fee:** WAIVED

3. **NSF Fee:** $75.00 for each occurrence – up to FOUR TIMES ONLY before a default is declared.

4. **Rejected ACH Fee:** $100.00 for each occurrence – If a merchant directs the bank to reject our debit ACH.

5. **ACH Forbearance Fee**: $35.00 for each debit held or skipped at Merchant prior request.

6. **Bank Change Fee:** $100.00 – if a merchant requires a change of account to be debited requiring us to adjust our system.

7. **Blocked Account Fee:** 10% of the outstanding balance per occurrence – If a merchant blocks Company's ACH debit of the account, bounces more than 4 debits of the account or simultaneously uses multiple bank accounts or credit card processors to process its receipts.

8. **Default Fee:** 10% of the outstanding balance per occurrence – If a merchant changes bank accounts without Company's consent or commits another default pursuant to the Agreement.

9. **Miscellaneous Service Fees:** Merchant shall pay certain fees for services related to the origination and maintenance of accounts. Each merchant shall receive their funding electronically to their designated bank account and will be charged $30.00 for a Fed wire. The current charge for the underwriting, UCC search/filing/monitoring, ACH program and origination of each merchant will be paid from the funded amount.

10. **Risk Assessment Fee:** WAIVED

11. **UCC Fee:** WAIVED

AGREED TO AND ACCEPTED BY:

TENX GROUP LLC

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