REAL ESTATE SALES AGREEMENT

THIS REAL ESTATE SALES AGREEMENT, made and entered into this the 8th day of July, 2013 by and between, RENICK C. WILLIAMS and BETTY P. WILLIAMS, whose address is P.O. Box 664, Moorefield, West Virginia 26836, husband and wife, party of the first part, hereinafter referred to as "Sellers", and TENX GROUP, LLC, a Delaware Limited Liability Company, party of the second part, hereinafter referred to as "Purchaser".

WITNESSETH: That for and in consideration of the sum of Five Hundred Dollars ($500.00) cash in hand paid, the Sellers do hereby agree to sell, and the Purchaser does hereby agree to purchase, all that certain tract or parcel of real estate, together with the improvements thereon, all rights, rights of way and appurtenances thereunto belonging, situate two miles west of Old Fields and six miles northwest of the Town of Moorefield on both sides of Fish Pond Road in Moorefield District, Hardy County, West Virginia, containing 689.40 acres, subject, however, to the reservation of all minerals and mineral rights by the Sellers. Being a portion of that certain 1187 acre tract which was conveyed unto Renick C. Williams and Betty P. Williams, husband and wife, by deed of Effie Sue Pancake Maphis and Donald W. Maphis, 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 now made to said deed for any and all pertinent purposes.

This parcel is assessed for real property tax purposes by the Hardy County Assessor's Office as being Parcel 8, Tax Map 203, Moorefield District.

TERMS AND CONDITIONS:

It is further understood and agreed between the parties hereto as follows:

1. Purchase Price: $3,759,300.00
   Deposit: 500.00
   Total due at closing: $3,758,800.00
2. The Sellers shall deliver a general warranty deed of conveyance unto the Purchasers at closing,

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EXHIBIT "A"

free and clear of liens and encumbrances, however, should an examination of title reveal any defects which may be remedied by the Sellers, they shall be granted a reasonable length of time following such notice of defect to clear title.

3. Closing of this transaction shall take place on or before July 25, 2013, at a time and date to be agreed upon by the parties, however, if additional time is required by Purchaser, closing may extended to no later than August 25, 2013. Should closing not take place by that date, or should Purchaser otherwise default in this regard, the Purchaser shall be responsible for all closing costs incurred to that date by the Sellers, and the closing agent shall tax any closing costs incurred against the deposit made and refund to the Sellers as damages.

4. The Sellers shall be responsible for payment of the following closing costs:

Preparation of the Deed of Conveyance including survey acceptable for title insurance;

Recordation of any release of deed of trust;

Sellers' personal attorney fees.

5. The Purchaser shall be responsible for payment of the following closing costs:

Recordation of Deed;

Documentary/transfer stamps;

Attorney fees for examination of title and obtaining title insurance (if required);

Title insurance premium (if required);

Purchaser's individual attorney fees and all attorney fees associated with closing;

Real property taxes for the calendar year in which closing occurs.

6. *COVENANTS AND CONDITIONS TO BE INCLUDED IN DEED OF CONVEYANCE or by SEPARATE AGREEMENT EXECUTED AT CLOSING*

The parties hereto agree to be mutually bound by the following covenants and conditions which shall be deemed covenants running with the land:

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A. The Sellers 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 (a copy of which is attached hereto and by reference made a part hereof) 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.

B. In the event the Sellers 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 Purchaser, with placement in the least obstructive location as is possible and the Purchaser, its successor and assigns shall not unreasonable withhold access to such services by the Sellers.

C. An adjoining 18 acre, more or less, parcel, lying along the bounds of "Corridor H", 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 Purchaser agrees that it may also purchase such additional acreage for the price of $4,500 per acre. If said 18 acres becomes available and the Purchaser elects not to purchase same, then the Sellers will be given an adequate right of way by the Purchaser. Right of way area will allow for the construction of a road that satisfies Hardy County subdivision road standards and provides access from Fish Pond Road.

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D. The Sellers 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, and this covenant shall be included in any future deed of conveyance for said property and shall be deemed a covenant running with the land. The Purchaser 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 handing of regulated materials.

In addition thereto, either party, that being the Sellers or Purchaser, or their successors in interest, may develop the spring to service acreage owned by the respective parties hereto. Then, in and 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 Purchaser, 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.

E. The Sellers shall have a period of one (1) year from date of sale to remove the 40 foot

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culvert, the cabin, barn and stone foundation and structure of an old dwelling house, and grainery, situate upon the subject 689.40 acre tract.

F. The sale of the subject real estate is conditioned upon the Purchaser's covenant and agreement that Dave Dolan, Carter Lewis, and their immediate family members (spouses, parents, children and siblings), and any business entity in which they are a member or hold an interest, shall not be involved in any ownership interest in said land or personal property and improvements thereon, during the tenure of TenX Group, LLC, nor at any time in the future, should its interest be sold or assigned. It is further the covenant and agreement of the Purchaser, that Dave Dolan, Carter Lewis, and their immediate family members, or any business entity in which they are a member or hold an interest, shall not be involved in the management of the training center situate upon said premises, nor in the receipt or distribution of assets, funds or contract proceeds derived from the operation of the training center during the tenure of TenX Group, LLC, or at any time in the future, nor shall said person be involved, directly or indirectly, in the operation, ownership or management of any future joint ventures regarding berthing, recreation and food for clients of the training center upon the premises or provided by third parties regarding same.

G. It is the understanding of the parties hereto that the Purchaser 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 Sellers and/or their then surviving children.

H. Upon completion of the sale of the subject real estate, should the Purchaser 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

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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 Purchaser 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 Sellers or their surviving children, by certified mail to their designated agent, Robert Williams at P.O. Box 122, Moorefield, West Virginia 26836. The Sellers, 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 Purchaser, or its successor in interest, has received from the third party. This right of first refusal shall be subordinate to the right of the Purchaser 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.

I. In the event the purchase of the subject 689.40 acre tract is completed, thereafter, should the said TenX Group, LLC, after having given the Sellers 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 Sellers, 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.

J. The Purchaser 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

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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 Sellers. 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.

K. The Purchaser acknowledges the existence of certain improvements on the subject real estate which benefit the training operation and agrees, to be solely responsible for and hold the Sellers harmless, from any assessment hereafter due for public utility lines, equipment and services benefitting the above described real estate.

L. The Purchaser further 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.

7. The Purchaser agrees to accept the real estate and improvements situate thereon, at closing, in their current condition, and further covenants and agrees that it and/or its agents, have made a complete inspection of the premises and find them to be acceptable and in good condition. Any professional inspections requested by Purchaser shall be at its expense.

8. Sellers and Purchaser warrant that there is no commission to be paid to any party in connection with the purchase and sale of this property.

9. This Real Estate Sales Agreement may not be assigned without the prior written consent of the Sellers and shall be binding upon the Sellers and Purchaser herein, their respective heirs, successors, and assigns.

10. 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

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County, West Virginia.

11. The parties hereto acknowledge that they have had opportunity to review this instrument with independent legal counsel and this instrument represents the complete agreement of the parties, and may not be changed or amended except by the express written agreement of all parties.

12. In any action or proceeding involving a dispute between the Sellers and Purchaser arising out of this contract, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees as determined by the Court.

13. Any notices to be given under this Agreement by either party to the other shall be in writing and sent by U.S. Mail, registered or certified, postage prepaid with return receipt requested to the following designated addresses of the parties. Each party may change its address by written notice in accordance with this paragraph. Notices herein under shall will be deemed communicated as of actual receipt; or if delivery is refused, when delivery is attempted.

Renick C. Williams and Betty P. Williams
P.O. Box 664
Moorefield, WV 26836

James Punelli, Member/Manager
TenX Group, LLC
1900 Campus Commons Drive, Suite 100
Reston, Virginia 20191.

WITNESS the following signatures and seals:

SELLERS:

Renick C. Williams Date: 7-8-13, 2013
RENICK C. WILLIAMS

Betty P Williams Date: 7-8-13, 2013
BETTY P. WILLIAMS

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PURCHASER:

TENX GROUP, LLC

By: _____ Date: July 8, 2013
Its Authorized Agent

This instrument was prepared by:
Joyce E. Stewart, Attorney at Law
113 Winchester Avenue
Moorefield, W 26836

Revised 07/05/2013

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