EXHIBIT B

WV ECONOMIC DEVELOPMENT AUTH
NORTH GATE BUSINESS PARK
180 ASSOCIATION DR
CHARLESTON, WV 25311-1217

A CREDIT LINE DEED OF TRUST AND FIXTURE FILING

THIS CREDIT LINE DEED OF TRUST AND FIXTURE FILING (the "Deed of Trust"), dated this 21st day of August, 2013, by and among **TENX GROUP LLC**, a Delaware limited liability company ("Grantor"), **JOYCE F. OFSA**, a resident of Kanawha County, West Virginia, as trustee ("Trustee"), and the **WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY**, a West Virginia public corporation (referred to herein as either "WVEDA" or "Beneficiary").

WITNESSETH:

That for and in consideration of the indebtedness and trusts hereinafter set forth and the sum of Ten Dollars ($10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby **GRANT** and **CONVEY** unto the Trustee, with the power of sale, all of the following:

(a) All of Grantor's interest in those certain parcels or tracts of land located in Moorefield District, Hardy County, West Virginia, together with all buildings, improvements and structures at any time now or hereafter erected, situated or placed thereon by Grantor and all rights, privileges, easements, hereditaments, appendages and appurtenances thereunto belonging or appertaining, as more particularly described on Exhibit A attached hereto and made a part of this Deed of Trust;

(b) All right, title, interest and estate of the Grantor in and to streets, roadways, sidewalks, curbs, alleys and areas involving the estate hereby conveyed and portions thereof, and whether vacated by law or ordinance (conditionally or otherwise);

This instrument prepared by and upon recordation should be returned to: Elizabeth A. Benedetto, Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, West Virginia 25301: (304) 340-3861.

(c) All fixtures, fixed assets and personalty of a permanent nature, owned by the Grantor now or at any time hereafter annexed, affixed or attached to the Property (as defined herein) hereby conveyed and the buildings, improvements or structures thereon and used or intended to be used in the possession, occupation or enjoyment thereof, and all replacements additions and substitutions thereof or thereto, including, but without limiting the generality of the foregoing, all apparatus, appliances, machinery, equipment and articles located on the Property hereby conveyed and used to supply or provide or in connection with heat, gas, air conditioning, plumbing, water, lighting, power, elevator service, sewerage, refrigeration, cooling, ventilation, sprinkler system and water heater, all of which, described in this item (c), shall be a part of the freehold and a portion of the security for the obligation herein described;

(d) All equipment, materials, supplies and other property of every kind or nature whatsoever, now or hereafter owned by Grantor or in which Grantor has or shall have an interest, procured for incorporation in or to be affixed to buildings or other improvements on the Property hereby conveyed or appurtenances thereto; and existing and future leases for all or any part of the Property hereby conveyed, together with all rent, income, or other proceeds from the Property hereby conveyed; and

(e) All rentals, proceeds, revenues and other income from the aforementioned land, buildings and improvements or any part thereof; but so long as Grantor is not in default hereunder, Grantor may collect and receive all of said income.

All property described above shall secure the obligations herein described and covered by this Deed of Trust, and all of the foregoing property, interests in property and other rights and interests are herein sometimes referred to collectively as the "Property."

The Grantor does hereby covenant to and with the Trustee that it will **WARRANT GENERALLY** the title to its interest in the Property; that Grantor has the right to convey its interest in the Property to the Trustee; that the same is free from any and all liens, claims and encumbrances, except the following which are collectively referred to herein as the "Permitted Encumbrances": (i) real estate taxes assessed but not yet due and payable; and (ii) all other exceptions listed on Schedule B, Section II of the Title Insurance Policy issued by Investors Title Insurance Company; and that Grantor will execute such further assurances of the Property as may be requisite, including, but not limited to, the execution and delivery of financing statements and such other instruments as may be required to impose the lien hereof more specifically upon any item or items of property, or rights or interests therein, covered by this Deed of Trust.

IN TRUST NEVERTHELESS, to secure the following: (i) the payment of the principal sum of Five Million and 00/100 Dollars ($5,000,000.00) (the "Loan"), with all interest accruing thereon for a term of fifteen (15) years, evidenced by a Promissory Note of even date herewith in the original principal amount of Five Million and 00/100 Dollars ($5,000,000.00), made and executed by the Grantor and payable to the WVEDA which is the beneficial owner of the debt secured hereby (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Note"), (ii) the performance by Grantor and the Guarantors of all the terms and conditions under that certain Loan Agreement of even date herewith by and among WVEDA, Grantor, and the Guarantors named therein (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Loan Agreement"), (iii) the performance by the Grantor of all the terms and conditions under that certain Collateral Assignment of Leases and Rents of even date herewith by and between Grantor and WVEDA (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Lease Assignment"), (iv) the performance by Guarantors of their obligations under their respective Guaranty dated of even date herewith (together with all amendments, renewals, extensions, substitutions and modifications thereof, collectively, the "Guaranties"), made for the benefit of WVEDA and guaranteeing the payment by Grantor to WVEDA of all accrued interest, unpaid principal, late charges and other amounts due and owing by Grantor to WVEDA under the Note, and (v) the performance by Grantor and the Guarantors of all terms and conditions of the other WVEDA Loan Documents. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement. This Deed of Trust shall also secure any note or notes given in continuation, modification, renewal or in lieu of or in substitution for the Note, however changed in form, manner or amount, together with any interest that may be due thereon.

Grantor covenants, represents, warrants and agrees with the Trustee and with the Beneficiary, and each of them, as follows:

1. That Grantor will promptly pay all taxes, charges and assessments lawfully levied against the Property and upon its failure to so do, then the Trustee or the Beneficiary may, without any obligation to do so, pay the same or any part thereof remaining unpaid, and any amount so paid shall bear interest at the rate of ten percent (10%) per annum from the date of such payment and be and become secured by this Deed of Trust.

2. That Grantor will or shall cause any lessee of the Property to keep all buildings and other improvements now or hereafter placed on the Property hereby conveyed, and the appurtenances thereunto belonging, fully insured pursuant to the terms and conditions of the Loan Agreement. Upon full foreclosure or a deed in lieu of such foreclosure, all of Grantor's or

its lessee's right, title and interest in and to the aforesaid insurance shall automatically pass to and be the property of the then holder of the obligation hereby secured.

3. That Grantor will or shall cause any lessee of the Property to keep and maintain all buildings and other improvements now or hereafter placed on the real property hereby conveyed in good repair and condition pursuant to the terms and conditions of the Loan Agreement.

4. That Grantor will not, without prior written consent of the Beneficiary, create or permit to exist or be created any mortgage, deed of trust, pledge or other lien or encumbrance on any of the Property, except this Deed of Trust and the Permitted Encumbrances, and will not suffer or permit any mechanic's or materialmen's liens or any other lien of any nature whatsoever to attach to any of the Property or to remain outstanding against same or any part thereof; provided, however, that Grantor may, in good faith, contest the validity of any such lien and, in the case of such contest, provide for the payment thereof in a manner satisfactory to Beneficiary.

5. That no Hazardous Substances currently directly or indirectly affect the Property. In the event Grantor shall fail to comply with the provisions of this paragraph 5, Beneficiary and Trustee shall have the right, but shall not be required, to enter in and upon the Property and take such other actions as Beneficiary and Trustee deem necessary or advisable in order to inspect, test, clean up, remove, or otherwise remedy any and all improper releases or discharges of hazardous substances or to respond to any complaint, order, citation, directive, claim, notice, or other action against Grantor, Beneficiary or Trustee by any applicable governmental unit or any private party or group for violations of any applicable environmental law in order to protect the Property, and any and all costs incurred by Beneficiary and Trustee

pursuant thereto shall be immediately due and payable by Grantor upon demand and shall be further secured hereby.

6. That Grantor will pay to Trustee and will pay the holder of any obligations, the payment of which is hereby secured, any and all sums of money, including costs, expenses and attorneys' fees incurred or expended in any proceedings, legal or equitable, to sustain the lien of this Deed of Trust, or its priority, or in defending any party hereto or any party hereby secured against the liens, demands or claims of title, or any or either of them, of any person or persons asserting priority over this Deed of Trust or asserting title adverse to the title under which the Trustee holds, or in the discharge of any such lien or claim, or in connection with any suit at law or in equity to foreclose this Deed of Trust or to recover any obligation hereby secured, together with interest on such sums at the rate of ten percent (10%) per annum until paid, and this Deed of Trust shall stand as security therefor.

7. That the information furnished to Beneficiary by Grantor concerning Grantor's financial status is correct and complete, and that there have been no adverse changes in Grantor's financial status since such information was furnished to Beneficiary.

8. That Grantor will keep proper books of record and account in accordance with sound accounting practice concerning Grantor's business; will furnish the Beneficiary a copy of its year end financial statement and will give the Beneficiary further information concerning its financial condition or business activities, each as required by the Loan Agreement.

9. The occurrence of any of the following events shall constitute an event of default under this Deed of Trust (hereinafter called an "Event of Default"): (a) if Grantor shall fail to pay the principal, interest or other sums due and owing under the Loan in accordance with the terms or time periods described in the Loan Agreement or Grantor shall fail to pay as and

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when due any other sums due and owing under this Deed of Trust or under any of the other WVEDA Loan Documents; (b) if Grantor or any Guarantor shall fail to observe or perform any other agreement, term, obligation, covenant or condition contained in this Deed of Trust, the Lease Assignment, the Guaranties, the Loan Agreement or any other WVEDA Loan Document; (c) any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Grantor or any Guarantor under this Deed of Trust, the Lease Assignment, the Loan Agreement, the Guaranties or any other WVEDA Loan Document is false or misleading in any material respect, at the time made or furnished; (d) the commission by Grantor, including any members, managers, officers, employees or agents of Grantor, of any illegal or fraudulent act with the intent to deceive Beneficiary including, without limitation, the falsification of any of Grantor's books or records; (e) this Deed of Trust, the Lease Assignment, the Loan Agreement, the Guaranties or any of the other WVEDA Loan Documents ceases to be in full force and effect (including failure of any collateral document to create a valid or perfected security interest or lien) at any time and for any reason; (f) if a default or event of default shall occur and continue beyond any applicable grace period with respect to any other indebtedness of Grantor; (g) the dissolution or termination of Grantor's or any Company Guarantor's existence as an ongoing business, Grantor's or any Guarantor's insolvency, the appointment of a receiver for any part of Grantor's or any Guarantor's property that has not been released or dismissed in sixty (60) days, any assignment for the benefit of creditors of all or substantially all of Grantor's property including, but not limited to, the Property, any type of creditor workout involving the Property, the commencement of any voluntary proceeding under any bankruptcy or insolvency laws by Grantor, or Grantor admits in writing its inability to pay its debts as they become due; (h) the commencement of any involuntary proceeding under bankruptcy or other insolvency laws against Grantor that is not dismissed within sixty (60) days of the filing date; (i) commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against the Property or any of the collateral for the Loan; however, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor proceeding, and if Grantor gives WVEDA written notice of the creditor proceeding and furnishes reserves or other adequate security for the creditor proceeding satisfactory to WVEDA; (j) if there shall now or hereafter exist upon the Property, or any part thereof, any claim, lien or encumbrance, other than the Permitted Encumbrances, any subordinate lien granted by Grantor to any Subordinated Noteholder (as defined in the Loan Agreement) or other liens and encumbrances, if any, approved in writing by Beneficiary, which is or might be superior or subordinate to the lien of this Deed of Trust; (k) if the Property, or any part thereof or any interest therein, shall be sold or transferred in any manner whatsoever, whether by deed, sales contract or any other instrument, by Grantor to any person, firm or corporation without the advance written consent of Beneficiary; (l) if operations of Grantor or any lessee of Grantor shall cease or be significantly curtailed at the Property (operations shall be "significantly curtailed" if total employment (as measured in terms of man hours) at the Property for any calendar quarter is less than fifty percent (50%) of the average quarterly employment of Grantor or any lessee of Grantor at the Property for the previous four quarters, unless such reduction is the result of causes wholly beyond the control of Grantor or its lessee; (m) if fifty-one percent (51%) of the ownership interest or capital stock of Grantor or any Company Guarantor ceases to be owned by the present members or shareholders of Grantor or any Company Guarantor unless prior consent in writing is received from Beneficiary; or (n) upon the sale or other transfer of the Property or any of Grantor's other assets in any manner whatsoever to any person or entity (other than a transfer of assets in the ordinary course of business that does not materially adversely affect Grantor's financial condition) without the advance written consent of Beneficiary.

10. If (x) any one or more Events of Default shall occur pursuant to subsections 9(a), 9(b), 9(c), 9(d), 9(e), 9(f), 9(g), 9(h), 9(i) or 9(j), and is not cured within thirty (30) days following the date notice of such default is sent by the Trustee or WVEDA to Grantor as provided in paragraph 14 below or (y) any one or more Events of Default shall occur pursuant to subsections 9(k), 9(1), 9(m) or 9(n), Trustee or WVEDA, at their option, may exercise any one or more of the following rights and remedies, any two or more of which may be exercised concurrently:

(a) Trustee or Beneficiary may forthwith, without notice, separately or jointly: (i) enter into and upon all of the Property and take possession of the Property without process of law, without liability to Grantor or to any other owner or owners of the Property, and manage and rent the same, or any part thereof, collect and receive the rents, issues and profits thereof and apply the same to the payment of the indebtedness hereby secured, after first deducting the costs and expenses incurred in managing the Property and in collecting said rents, issues and profits (including a commission of three percent (3%) of the total amount collected, which shall be paid to Beneficiary, or to Trustee, as the case may be, for managing the same and collecting and disbursing said rents, issues and profits accruing therefrom), and after deducting such further amount or amounts as may be necessary to pay or reimburse Beneficiary and Trustee for any sum or sums of money paid by them, or either of them, under the provisions hereof, together with interest thereon at the rate of ten percent (10%) per annum to the date of payment; (ii) have a receiver appointed by any court having jurisdiction to take charge of the Property and collect, receive and apply the rents, issues and profits thereof; or (iii) exercise any or all of the other rights and remedies provided for in this Deed of Trust. It is understood and agreed by and between the parties hereto that nothing herein contained shall be construed as a substitute for, or in derogation of, the right to foreclose this Deed of Trust or as imposing any duty or obligation upon Beneficiary or upon Trustee, or either of them, to take charge of the Property or to collect said rents, issues or profits or to have a receiver appointed for such purposes.

(b) Without further notice to or demand on Grantor or any other person, Beneficiary may declare the Note to be immediately due and payable, and the Note may be collected by proper action, foreclosure of this Deed of Trust, or any other legal or equitable proceeding.

(c) At any time after the exercise by Beneficiary of the option to declare the Note immediately due and payable, Trustee, upon the written request of Beneficiary, shall foreclose upon and sell the Property to satisfy the Note at public auction, at the Trustee's option either at the location of the Property or at the front door of the courthouse of the county in which the Property is located, for cash in hand on the day of sale, after first giving notice of such sale by publishing such notice in a newspaper of general circulation published in the county wherein the Property is located, or if there be no such newspaper, in a qualified newspaper of general circulation in said county, once a week for two successive weeks preceding the day of sale and after giving notice to Grantor and to any subordinate lienholder who has previously notified Beneficiary of the existence of a subordinate lien at least twenty (20) days prior to the sale, and no other notice of such sale shall be required. To the extent not prohibited by West Virginia law, Grantor waives all rights pursuant to West Virginia Code §38-1-10 and §38-1-11, as amended, to require Trustee to post a bond before making any sale or receiving any of the proceeds of such sale under this Deed of Trust. Trustee is not required to be present at such sale and may appoint an agent or attorney in his or her place to conduct any sale. Out of the proceeds of such sale Trustee shall pay, first, the costs and expenses of executing this Deed of Trust, together with an amount equal to five percent (5%) of the gross proceeds of sale to Trustee, or to the one so acting, as the Trustee's commission hereunder; second to Beneficiary and Trustee all moneys which they or either of them may have paid for taxes, assessments or other governmental charges or fees, insurance, repairs, court costs, and all other costs and expenses incurred or paid under the provisions of this Deed of Trust, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment; third to Beneficiary the full amount due and unpaid on the Note and all other indebtedness hereby secured, together with all interest accrued thereon to date of payment; and fourth, the balance, if any, to Grantor, its successors or assigns, upon delivery of and surrender to the purchaser or purchasers of possession of the Property less the expense, if any, of obtaining such possession. This Deed of Trust shall, with respect to all items of personal property and fixtures subject to the lien hereof, be deemed to grant a security interest to Beneficiary under the Uniform Commercial Code of West Virginia (the "Code"). In the event of the occurrence of any Event of Default, in addition to the rights, remedies and powers hereinabove set forth, Beneficiary and Trustee shall have as to any and all fixtures and personal property covered by this Deed of Trust, all rights, remedies and powers of a secured party under the Code. This Deed of Trust is to be recorded in the real estate records of each county where the Property is located to serve as a fixture filing. Grantor also authorizes Beneficiary to file any financing statements in the appropriate filing offices necessary to perfect or evidence the liens granted by this Deed of Trust.

(d) The parties hereto agree that any sale hereunder may be adjourned from time to time without notice other than oral proclamation of such adjournment at the time and place of sale, or at the time and place of any adjourned sale.

11. The parties hereto agree that Beneficiary may, at any time and from time to time hereafter, without prior notice, appoint and substitute another Trustee or Trustees, corporations or persons, in place of the Trustee herein named to execute this trust. Upon such appointment, either with or without a conveyance to the substituted Trustee or Trustees by the Trustee herein named, or by any substituted Trustee in case the right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, titles, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustee herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustee who is named herein within the meaning of this Deed of Trust, and substituted in her place and stead. Each such appointment and substitution shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this Deed of Trust, and the description of the Property herein described, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the Clerk of the County Commission of the County wherein the Property is located, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, and notice of such proper substitution and appointment to all parties in interest.

12. In the event foreclosure proceedings are instituted under the terms and provisions of this Deed of Trust, but are not completed, Trustee shall be entitled to charge and collect the necessary costs and expenses incurred by her or her successor.

13. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT THIS DEED OF TRUST IS GIVEN TO SECURE FUTURE ADVANCES OR EXTENSIONS OF CREDIT WITH INTEREST THEREON WHICH THE SECURED PARTY SHALL MAKE TO GRANTOR FROM TIME TO TIME. All advances, made at the time of recording hereof or to be made in the future, are secured by this Deed of Trust as if made on the date of recording hereof. However, the aggregate maximum principal amount of the indebtedness secured hereunder at any one time outstanding shall not exceed the sum of Five Million and 00/100 Dollars ($5,000,000.00). THE FUTURE ADVANCES TO BE SECURED BY THIS CREDIT LINE DEED OF TRUST ARE INTENDED TO BE OBLIGATORY FOR PURPOSES OF WEST VIRGINIA CODE §38-1-14(a)(3).

14. A copy of any notice of Trustee's sale under this Deed of Trust shall be served on Grantor by certified mail, return receipt requested, directed to Grantor at the address stated below or such other address given to Beneficiary in writing by Grantor, subsequent to the execution and delivery of this Deed of Trust. Any other notice under this Deed of Trust shall be effective upon the deposit of such notice, in writing, in the regular United States mail, postage prepaid, addressed to the party or parties who receive such notice at the following addresses or at such other addresses any such party may give to the other parties in writing. Any notice of a subordinate lien, any notice of other liens pursuant to West Virginia Code § 38-1-4 and § 38-1-14 or other notice may be served on Beneficiary at its address below:

<u>To Grantor</u>:

TenX Group LLC
1900 Campus Commons Drive
Suite 100
Reston, VA 20191
Attn: James V. Punelli, Manager

To Beneficiary:

West Virginia Economic Development Authority
NorthGate Business Park
180 Association Drive
Charleston, West Virginia 25311-1217
Attn: Executive Director

To Trustee:

Spilman, Thomas & Battle, PLLC
P. O. Box 273
Charleston, West Virginia 25321-0273
Attn: Joyce F. Ofsa

15. The parties hereto further agree that the words "it" or "its" when used in this Deed of Trust, shall, when required by the context hereof, be taken to refer to and to mean, the Grantor herein, whether one or more in number, and whether individual, partnership, firm or corporation; that the word "Trustee" shall include all Trustees if more than one Trustee is named herein. It is further agreed that the words "note," "Note," "obligation" or "indebtedness" shall include any and all notes or obligations, if more than one, secured by this Deed of Trust; and singular or plurals of words where the same meaning is intended shall not affect the validity of this Deed of Trust.

16. In the event two or more Trustees are named herein, or in the event two or more substitute Trustees are appointed under the provisions of paragraph 11 above, any one or more of such Trustee or substitute Trustee may act in the execution of this trust with the full power and authority granted hereunder. The Trustee herein may act by agent or attorney in the execution of this trust and it shall not be necessary for the Trustee to be present in person at any foreclosure sale conducted hereunder.

17. Inasmuch as the parties intend that this Deed of Trust shall, among other things, constitute a fixture financing statement, the undersigned sets forth the following:

(a) The debtor is TenX Group LLC, and its address is as set forth in Paragraph 14 above.

(b) The secured party is the Beneficiary, West Virginia Economic Development Authority, and its address is as set forth in Paragraph 14 above.

(c) The property concerned is described in Exhibit A attached hereto and made a part hereof, and the record holder thereof is the Grantor.

(d) THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE PROPERTY.

18. Any failure on the part of Beneficiary or Trustee to exercise any option herein provided shall not be construed as a waiver of any rights or privileges contained herein.

19. The parties hereto agree that if any term or provision of this Deed of Trust contravenes any law of the State of West Virginia or any other applicable law or regulation, such term or provision is hereby amended and modified to conform to such law or regulation.

20. The parties hereto agree that all covenants, agreements, representations and warranties made herein shall extend to, bind, and inure to the benefit of the heirs, devisees, personal representatives, successors and assigns of the parties hereto.

21. If there shall be any inconsistencies between the terms, covenants, conditions and provisions set forth in this Deed of Trust and the terms, covenants, conditions and provisions set forth in the Loan Agreement, then, unless this Deed of Trust expressly provides otherwise, the terms, covenants, conditions and provisions of the Loan Agreement shall prevail.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the managers of TenX Group LLC, a Delaware limited liability company, has caused this Deed of Trust to be executed effective as of the day and year first above written.

TENX GROUP LLC,
a Delaware limited liability company

By: ______________________________
James V. Punelli
Title: Manager

By: ______________________________
Raymond C. Jones
Title: Manager

STATE OF West Virginia

COUNTY OF Hardy, to-wit:

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by James V. Punelli, the Manager of TenX Group LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: July 25 2021

Notary Public

[SEAL]

OFFICIAL SEAL
Notary Public, State of West Virginia
SHARON MICHAEL
PO Box 119
204 North Elm Street
Moorefield, WV 26836
My commission expires July 25, 2021

STATE OF West Virginia

COUNTY OF Hardy, to-wit:

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by Raymond C. Jones, the Manager of TenX Group LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: July 25 2021

Notary Public

[SEAL]

OFFICIAL SEAL
Notary Public, State of West Virginia
SHARON MICHAEL
PO Box 119
204 North Elm Street
Moorefield, WV 26836
My commission expires July 25, 2021

This instrument prepared by Elizabeth A. Benedetto, Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301; (304) 340-3800.

5119328 (1916.756)

EXHIBIT A

Real Property Description

(See Attached)

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

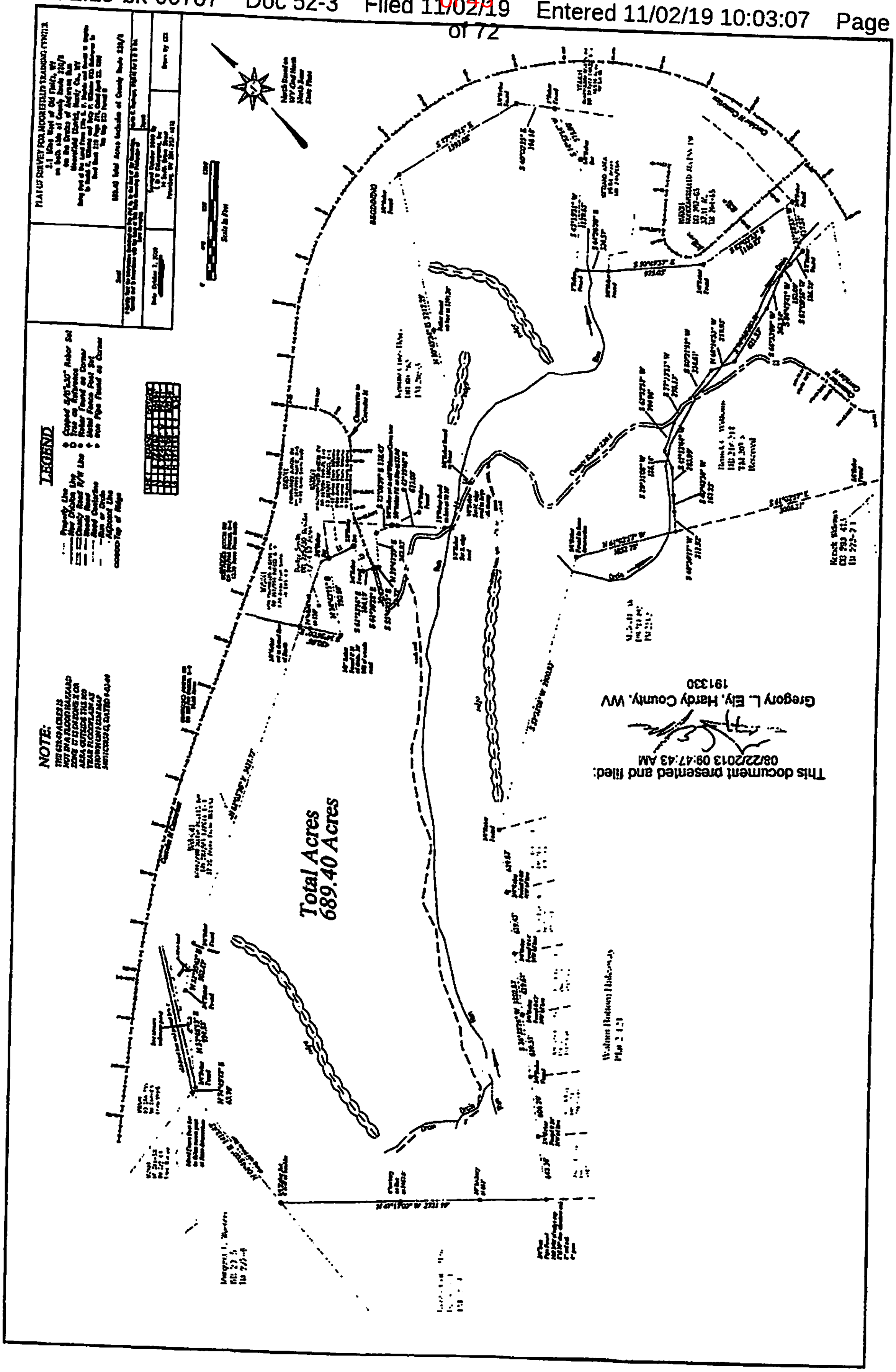
N 30° 43' 34" E crossing a run and passing a 5/8" rebar found capped Lantek on line at 1591.26 feet and in all 3217.79 feet to the **BEGINNING** containing 689.40 acres more or less as surveyed in October 2009 by L & W Enterprises, Inc. of Petersburg, WV and as shown on a plat attached hereto and made 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
LICENSED
No. 518
STATE OF
WEST VIRGINIA
PROFESSIONAL SURVEYOR

Curtis E. Keplinger

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


LEGEND
NOTE:
Total Acres
689.40 Acres
This document presented and filed:
08/22/2013 08:47:43 AM
Gregory L. Ely, Hardy County, WV
191330

ELIZABETH A. BENEDETTO
SPILMAN THOMAS & BATTLE, PLLC
300 KANAWHA BLVD.E, PO BOX 273
CHARLESTON, WV 25301

A CREDIT LINE DEED OF TRUST AND FIXTURE FILING

THIS CREDIT LINE DEED OF TRUST AND FIXTURE FILING (the "Deed of Trust"), dated as of the 2nd day of July, 2014, by and among **TENX GROUP LLC**, a Delaware limited liability company ("Grantor"), **JOYCE F. OFSA**, a resident of Kanawha County, West Virginia, as trustee ("Trustee"), and the **WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY**, a West Virginia public corporation (referred to herein as either "WVEDA" or "Beneficiary").

WITNESSETH:

That for and in consideration of the indebtedness and trusts hereinafter set forth and the sum of Ten Dollars ($10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby **GRANT** and **CONVEY** unto the Trustee, with the power of sale, all of the following:

(a) All of Grantor's interest in those certain parcels or tracts of land located in Moorefield District, Hardy County, West Virginia, together with all buildings, improvements and structures at any time now or hereafter erected, situated or placed thereon by Grantor and all rights, privileges, easements, hereditaments, appendages and appurtenances thereunto belonging or appertaining, as more particularly described on Exhibit A attached hereto and made a part of this Deed of Trust;

(b) All right, title, interest and estate of the Grantor in and to streets, roadways, sidewalks, curbs, alleys and areas involving the estate hereby conveyed and portions thereof, and whether vacated by law or ordinance (conditionally or otherwise);

(c) All fixtures, fixed assets and personalty of a permanent nature, owned by the Grantor now or at any time hereafter annexed, affixed or attached to the Property (as defined herein) hereby conveyed and the buildings, improvements or structures thereon and used or intended to be used in the possession, occupation or enjoyment thereof, and all replacements additions and substitutions thereof or thereto, including, but without limiting the generality of the foregoing, all apparatus, appliances, machinery, equipment and articles located on the Property hereby conveyed and used to supply or provide or in connection with heat, gas, air conditioning, plumbing, water, lighting, power, elevator service, sewerage, refrigeration, cooling, ventilation, sprinkler system and water heater, all of which, described in this item (c), shall be a part of the freehold and a portion of the security for the obligation herein described;

(d) All equipment, materials, supplies and other property of every kind or nature whatsoever, now or hereafter owned by Grantor or in which Grantor has or shall have an interest, procured for incorporation in or to be affixed to buildings or other improvements on the Property hereby conveyed or appurtenances thereto; and existing and future leases for all or any part of the Property hereby conveyed, together with all rent, income, or other proceeds from the Property hereby conveyed; and

(e) All rentals, proceeds, revenues and other income from the aforementioned land, buildings and improvements or any part thereof; but so long as Grantor is not in default hereunder, Grantor may collect and receive all of said income.

All property described above shall secure the obligations herein described and covered by this Deed of Trust, and all of the foregoing property, interests in property and other rights and interests are herein sometimes referred to collectively as the "Property."

The Grantor does hereby covenant to and with the Trustee that it will **WARRANT GENERALLY** the title to its interest in the Property; that Grantor has the right to convey its interest in the Property to the Trustee; that the same is free from any and all liens, claims and encumbrances, except the following which are collectively referred to herein as the "Permitted Encumbrances": (i) real estate taxes assessed but not yet due and payable; and (ii) all other exceptions listed on Schedule B, Section II of the Title Insurance Policy issued by Investors Title Insurance Company; and that Grantor will execute such further assurances of the Property as may be requisite, including, but not limited to, the execution and delivery of financing statements and such other instruments as may be required to impose the lien hereof more specifically upon any item or items of property, or rights or interests therein, covered by this Deed of Trust.

IN TRUST NEVERTHELESS, to secure the following: (i) the payment of the principal sum of One Million Eight Hundred Seventy-One Thousand Five Hundred Five and 00/100 Dollars ($1,871,505.00) (the "Loan"), with all interest accruing thereon for a term of fifteen (15) years, evidenced by a Promissory Note of even date herewith in the original principal amount of One Million Eight Hundred Seventy-One Thousand Five Hundred Five and 00/100 Dollars ($1,871,505.00), made and executed by the Grantor and payable to the WVEDA which is the beneficial owner of the debt secured hereby (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Note"), (ii) the performance by Grantor and the Guarantors of all the terms and conditions under that certain Loan Agreement of even date herewith by and among WVEDA, Grantor, and the Guarantors named therein (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Loan Agreement"), (iii) the performance by the Grantor of all the terms and conditions under that certain Collateral Assignment of Leases and Rents made on July 1, 2014 and effective as of July 2, 2014 by and between Grantor and WVEDA (together with all amendments, renewals, extensions, substitutions and modifications thereof, the "Lease Assignment"), (iv) the performance by Guarantors of their obligations under their respective Guaranties of even date herewith (together with all amendments, renewals, extensions, substitutions and modifications thereof, collectively, the "Guaranties"), made for the benefit of WVEDA and guaranteeing the payment by Grantor to WVEDA of all accrued interest, unpaid principal, late charges and other amounts due and owing by Grantor to WVEDA under the Note, and (v) the performance by Grantor and the Guarantors of all terms and conditions of the other WVEDA Loan Documents. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement. This Deed of Trust shall also secure any note or notes given in continuation, modification, renewal or in lieu of or in substitution for the Note, however changed in form, manner or amount, together with any interest that may be due thereon.

Grantor covenants, represents, warrants and agrees with the Trustee and with the Beneficiary, and each of them, as follows:

1. That Grantor will promptly pay all taxes, charges and assessments lawfully levied against the Property and upon its failure to so do, then the Trustee or the Beneficiary may, without any obligation to do so, pay the same or any part thereof remaining unpaid, and any amount so paid shall bear interest at the rate of ten percent (10%) per annum from the date of such payment and be and become secured by this Deed of Trust.

2. That Grantor will or shall cause any lessee of the Property to keep all buildings and other improvements now or hereafter placed on the Property hereby conveyed, and the appurtenances thereunto belonging, fully insured pursuant to the terms and conditions of the

Loan Agreement. Upon full foreclosure or a deed in lieu of such foreclosure, all of Grantor's or its lessee's right, title and interest in and to the aforesaid insurance shall automatically pass to and be the property of the then holder of the obligation hereby secured.

3. That Grantor will or shall cause any lessee of the Property to keep and maintain all buildings and other improvements now or hereafter placed on the real property hereby conveyed in good repair and condition pursuant to the terms and conditions of the Loan Agreement.

4. That Grantor will not, without prior written consent of the Beneficiary, create or permit to exist or be created any mortgage, deed of trust, pledge or other lien or encumbrance on any of the Property, except this Deed of Trust and the Permitted Encumbrances, and will not suffer or permit any mechanic's or materialmen's liens or any other lien of any nature whatsoever to attach to any of the Property or to remain outstanding against same or any part thereof; provided, however, that Grantor may, in good faith, contest the validity of any such lien and, in the case of such contest, provide for the payment thereof in a manner satisfactory to Beneficiary.

5. That no Hazardous Substances currently directly or indirectly affect the Property. In the event Grantor shall fail to comply with the provisions of this paragraph 5, Beneficiary and Trustee shall have the right, but shall not be required, to enter in and upon the Property and take such other actions as Beneficiary and Trustee deem necessary or advisable in order to inspect, test, clean up, remove, or otherwise remedy any and all improper releases or discharges of hazardous substances or to respond to any complaint, order, citation, directive, claim, notice, or other action against Grantor, Beneficiary or Trustee by any applicable governmental unit or any private party or group for violations of any applicable environmental

law in order to protect the Property, and any and all costs incurred by Beneficiary and Trustee pursuant thereto shall be immediately due and payable by Grantor upon demand and shall be further secured hereby.

6. That Grantor will pay to Trustee and will pay the holder of any obligations, the payment of which is hereby secured, any and all sums of money, including costs, expenses and attorneys' fees incurred or expended in any proceedings, legal or equitable, to sustain the lien of this Deed of Trust, or its priority, or in defending any party hereto or any party hereby secured against the liens, demands or claims of title, or any or either of them, of any person or persons asserting priority over this Deed of Trust or asserting title adverse to the title under which the Trustee holds, or in the discharge of any such lien or claim, or in connection with any suit at law or in equity to foreclose this Deed of Trust or to recover any obligation hereby secured, together with interest on such sums at the rate of ten percent (10%) per annum until paid, and this Deed of Trust shall stand as security therefor.

7. That the information furnished to Beneficiary by Grantor concerning Grantor's financial status is correct and complete, and that there have been no adverse changes in Grantor's financial status since such information was furnished to Beneficiary.

8. That Grantor will keep proper books of record and account in accordance with sound accounting practice concerning Grantor's business; will furnish the Beneficiary a copy of its year end financial statement and will give the Beneficiary further information concerning its financial condition or business activities, each as required by the Loan Agreement.

9. The occurrence of any of the following events shall constitute an event of default under this Deed of Trust (hereinafter called an "Event of Default"): (a) if Grantor shall fail to pay the principal, interest or other sums due and owing under the Loan in accordance with

the terms or time periods described in the Loan Agreement or Grantor shall fail to pay as and when due any other sums due and owing under this Deed of Trust or under any of the other WVEDA Loan Documents; (b) if Grantor or any Guarantor shall fail to observe or perform any other agreement, term, obligation, covenant or condition contained in this Deed of Trust, the Lease Assignment, the Guaranties, the Loan Agreement or any other WVEDA Loan Document; (c) any warranty, representation or statement made or furnished to Beneficiary by or on behalf of Grantor or any Guarantor under this Deed of Trust, the Lease Assignment, the Loan Agreement, the Guaranties or any other WVEDA Loan Document is false or misleading in any material respect, at the time made or furnished; (d) the commission by Grantor, including any members, managers, officers, employees or agents of Grantor, of any illegal or fraudulent act with the intent to deceive Beneficiary including, without limitation, the falsification of any of Grantor's books or records; (e) this Deed of Trust, the Lease Assignment, the Loan Agreement, the Guaranties or any of the other WVEDA Loan Documents ceases to be in full force and effect (including failure of any collateral document to create a valid or perfected security interest or lien) at any time and for any reason; (f) if a default or event of default shall occur and continue beyond any applicable grace period with respect to any other indebtedness of Grantor; (g) the dissolution or termination of Grantor's or any Company Guarantor's existence as an ongoing business, Grantor's or any Guarantor's insolvency, the appointment of a receiver for any part of Grantor's or any Guarantor's property that has not been released or dismissed in sixty (60) days, any assignment for the benefit of creditors of all or substantially all of Grantor's property including, but not limited to, the Property, any type of creditor workout involving the Property, the commencement of any voluntary proceeding under any bankruptcy or insolvency laws by Grantor, or Grantor admits in writing its inability to pay its debts as they become due; (h) the commencement of any involuntary proceeding under bankruptcy or other insolvency laws against Grantor that is not dismissed within sixty (60) days of the filing date; (i) commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against the Property or any of the collateral for the Loan; however, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor proceeding, and if Grantor gives WVEDA written notice of the creditor proceeding and furnishes reserves or other adequate security for the creditor proceeding satisfactory to WVEDA; (j) if there shall now or hereafter exist upon the Property, or any part thereof, any claim, lien or encumbrance, other than the Permitted Encumbrances, any subordinate lien granted by Grantor to Howard Shockey & Sons, Inc. to secure a loan in the maximum principal amount of $1,812,144.01 or other liens and encumbrances, if any, approved in writing by Beneficiary, which is or might be superior or subordinate to the lien of this Deed of Trust; (k) if the Property, or any part thereof or any interest therein, shall be sold or transferred in any manner whatsoever, whether by deed, sales contract or any other instrument, by Grantor to any person, firm or corporation without the advance written consent of Beneficiary; (l) if operations of Grantor or any lessee of Grantor shall cease or be significantly curtailed at the Property (operations shall be "significantly curtailed" if total employment (as measured in terms of man hours) at the Property for any calendar quarter is less than fifty percent (50%) of the average quarterly employment of Grantor or any lessee of Grantor at the Property for the previous four quarters, unless such reduction is the result of causes wholly beyond the control of Grantor or its lessee; (m) if fifty-one percent (51%) of the ownership interest or capital stock of Grantor or any Company Guarantor ceases to be owned by the present members or shareholders of Grantor or any Company Guarantor unless prior consent in writing is received from Beneficiary; or (n) upon the sale or other transfer of the Property or any of Grantor's other assets in any manner whatsoever to any person or entity (other than a transfer of assets in the ordinary course of business that does not materially adversely affect Grantor's financial condition) without the advance written consent of Beneficiary.

10. If any one or more Events of Default shall occur pursuant to subsections 9(a), 9(b), 9(c), 9(d), 9(e), 9(f), 9(g), 9(h), 9(i) or 9(j), and is not cured within thirty (30) days following the date notice of such default is sent by the Trustee or WVEDA to Grantor as provided in paragraph 14 below, or any one or more Events of Default shall occur pursuant to subsections 9(k), 9(1), 9(m) or 9(n), Trustee or WVEDA, at their option, may exercise any one or more of the following rights and remedies, any two or more of which may be exercised concurrently:

(a) Trustee or Beneficiary may forthwith, without notice, separately or jointly: (i) enter into and upon all of the Property and take possession of the Property without process of law, without liability to Grantor or to any other owner or owners of the Property, and manage and rent the same, or any part thereof, collect and receive the rents, issues and profits thereof and apply the same to the payment of the indebtedness hereby secured, after first deducting the costs and expenses incurred in managing the Property and in collecting said rents, issues and profits (including a commission of three percent (3%) of the total amount collected, which shall be paid to Beneficiary, or to Trustee, as the case may be, for managing the same and collecting and disbursing said rents, issues and profits accruing therefrom), and after deducting such further amount or amounts as may be necessary to pay or reimburse Beneficiary and Trustee for any sum or sums of money paid by them, or either of them, under the provisions hereof, together with interest thereon at the rate of ten percent (10%) per annum to the date of payment;

(ii) have a receiver appointed by any court having jurisdiction to take charge of the Property and collect, receive and apply the rents, issues and profits thereof; or (iii) exercise any or all of the other rights and remedies provided for in this Deed of Trust. It is understood and agreed by and between the parties hereto that nothing herein contained shall be construed as a substitute for, or in derogation of, the right to foreclose this Deed of Trust or as imposing any duty or obligation upon Beneficiary or upon Trustee, or either of them, to take charge of the Property or to collect said rents, issues or profits or to have a receiver appointed for such purposes.

(b) Without further notice to or demand on Grantor or any other person, Beneficiary may declare the Note to be immediately due and payable, and the Note may be collected by proper action, foreclosure of this Deed of Trust, or any other legal or equitable proceeding.

(c) At any time after the exercise by Beneficiary of the option to declare the Note immediately due and payable, Trustee, upon the written request of Beneficiary, shall foreclose upon and sell the Property to satisfy the Note at public auction, at the Trustee's option either at the location of the Property or at the front door of the courthouse of the county in which the Property is located, for cash in hand on the day of sale, after first giving notice of such sale by publishing such notice in a newspaper of general circulation published in the county wherein the Property is located, or if there be no such newspaper, in a qualified newspaper of general circulation in said county, once a week for two successive weeks preceding the day of sale and after giving notice to Grantor and to any subordinate lienholder who has previously notified Beneficiary of the existence of a subordinate lien at least twenty (20) days prior to the sale, and no other notice of such sale shall be required. To the extent not prohibited by West Virginia law, Grantor waives all rights pursuant to West Virginia Code §38-1-10 and §38-1-11, as amended, to require Trustee to post a bond before making any sale or receiving any of the proceeds of such sale under this Deed of Trust. Trustee is not required to be present at such sale and may appoint an agent or attorney in his or her place to conduct any sale. Out of the proceeds of such sale Trustee shall pay, first, the costs and expenses of executing this Deed of Trust, together with an amount equal to five percent (5%) of the gross proceeds of sale to Trustee, or to the one so acting, as the Trustee's commission hereunder; second to Beneficiary and Trustee all moneys which they or either of them may have paid for taxes, assessments or other governmental charges or fees, insurance, repairs, court costs, and all other costs and expenses incurred or paid under the provisions of this Deed of Trust, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment; third to Beneficiary the full amount due and unpaid on the Note and all other indebtedness hereby secured, together with all interest accrued thereon to date of payment; and fourth, the balance, if any, to Grantor, its successors or assigns, upon delivery of and surrender to the purchaser or purchasers of possession of the Property less the expense, if any, of obtaining such possession. This Deed of Trust shall, with respect to all items of personal property and fixtures subject to the lien hereof, be deemed to grant a security interest to Beneficiary under the Uniform Commercial Code of West Virginia (the "Code"). In the event of the occurrence of any Event of Default, in addition to the rights, remedies and powers hereinabove set forth, Beneficiary and Trustee shall have as to any and all fixtures and personal property covered by this Deed of Trust, all rights, remedies and powers of a secured party under the Code. This Deed of Trust is to be recorded in the real estate records of each county where the Property is located to serve as a fixture filing. Grantor also authorizes Beneficiary to file any financing statements in the appropriate filing offices necessary to perfect or evidence the liens granted by this Deed of Trust.

(d) The parties hereto agree that any sale hereunder may be adjourned from time to time without notice other than oral proclamation of such adjournment at the time and place of sale, or at the time and place of any adjourned sale.

11. The parties hereto agree that Beneficiary may, at any time and from time to time hereafter, without prior notice, appoint and substitute another Trustee or Trustees, corporations or persons, in place of the Trustee herein named to execute this trust. Upon such appointment, either with or without a conveyance to the substituted Trustee or Trustees by the Trustee herein named, or by any substituted Trustee in case the right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, titles, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustee herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustee who is named herein within the meaning of this Deed of Trust, and substituted in her place and stead. Each such appointment and substitution shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this Deed of Trust, and the description of the Property herein described, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the Clerk of the County Commission of the County wherein the Property is located, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, and notice of such proper substitution and appointment to all parties in interest.

12. In the event foreclosure proceedings are instituted under the terms and provisions of this Deed of Trust, but are not completed, Trustee shall be entitled to charge and collect the necessary costs and expenses incurred by her or her successor.

13. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT THIS DEED OF TRUST IS GIVEN TO SECURE FUTURE ADVANCES OR EXTENSIONS OF CREDIT WITH INTEREST THEREON WHICH THE SECURED PARTY SHALL MAKE TO GRANTOR FROM TIME TO TIME. All advances, made at the time of recording hereof or to be made in the future, are secured by this Deed of Trust as if made on the date of recording hereof. However, the aggregate maximum principal amount of the indebtedness secured hereunder at any one time outstanding shall not exceed the sum of One Million Eight Hundred Seventy-One Thousand Five Hundred Five and 00/100 Dollars ($1,871,505.00). THE FUTURE ADVANCES TO BE SECURED BY THIS CREDIT LINE DEED OF TRUST ARE INTENDED TO BE OBLIGATORY FOR PURPOSES OF WEST VIRGINIA CODE §38-1-14(a)(3).

14. A copy of any notice of Trustee's sale under this Deed of Trust shall be served on Grantor by certified mail, return receipt requested, directed to Grantor at the address stated below or such other address given to Beneficiary in writing by Grantor, subsequent to the execution and delivery of this Deed of Trust. Any other notice under this Deed of Trust shall be effective upon the deposit of such notice, in writing, in the regular United States mail, postage prepaid, addressed to the party or parties who receive such notice at the following addresses or at such other addresses any such party may give to the other parties in writing. Any notice of a subordinate lien, any notice of other liens pursuant to West Virginia Code § 38-1-4 and § 38-1-14 or other notice may be served on Beneficiary at its address below:

To Grantor:

TenX Group LLC
1900 Campus Commons Drive
Suite 100
Reston, Virginia 20191
Attn: James V. Punelli, Manager

To Beneficiary:

West Virginia Economic Development Authority
NorthGate Business Park
180 Association Drive
Charleston, West Virginia 25311-1217
Attn: Executive Director

To Trustee:

Spilman, Thomas & Battle, PLLC
P. O. Box 273
Charleston, West Virginia 25321-0273
Attn: Joyce F. Ofsa

15. The parties hereto further agree that the words "it" or "its" when used in this Deed of Trust, shall, when required by the context hereof, be taken to refer to and to mean, the Grantor herein, whether one or more in number, and whether individual, partnership, firm or corporation; that the word "Trustee" shall include all Trustees if more than one Trustee is named herein. It is further agreed that the words "note," "Note," "obligation" or "indebtedness" shall include any and all notes or obligations, if more than one, secured by this Deed of Trust; and singular or plurals of words where the same meaning is intended shall not affect the validity of this Deed of Trust.

16. In the event two or more Trustees are named herein, or in the event two or more substitute Trustees are appointed under the provisions of paragraph 11 above, any one or more of such Trustee or substitute Trustee may act in the execution of this trust with the full power and authority granted hereunder. The Trustee herein may act by agent or attorney in the

execution of this trust and it shall not be necessary for the Trustee to be present in person at any foreclosure sale conducted hereunder.

17. Inasmuch as the parties intend that this Deed of Trust shall, among other things, constitute a fixture financing statement, the undersigned sets forth the following:

(a) The debtor is TenX Group LLC, and its address is as set forth in Paragraph 14 above.

(b) The secured party is the Beneficiary, West Virginia Economic Development Authority, and its address is as set forth in Paragraph 14 above.

(c) The property concerned is described in Exhibit A attached hereto and made a part hereof, and the record holder thereof is the Grantor.

(d) THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE PROPERTY.

18. Any failure on the part of Beneficiary or Trustee to exercise any option herein provided shall not be construed as a waiver of any rights or privileges contained herein.

19. The parties hereto agree that if any term or provision of this Deed of Trust contravenes any law of the State of West Virginia or any other applicable law or regulation, such term or provision is hereby amended and modified to conform to such law or regulation.

20. The parties hereto agree that all covenants, agreements, representations and warranties made herein shall extend to, bind, and inure to the benefit of the heirs, devisees, personal representatives, successors and assigns of the parties hereto.

21. If there shall be any inconsistencies between the terms, covenants, conditions and provisions set forth in this Deed of Trust and the terms, covenants, conditions and

provisions set forth in the Loan Agreement, then, unless this Deed of Trust expressly provides otherwise, the terms, covenants, conditions and provisions of the Loan Agreement shall prevail.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Managers of TenX Group LLC, a Delaware limited liability company, have caused this Deed of Trust to be executed as of the day and year first above written.

TENX GROUP LLC,
a Delaware limited liability company

By: ______________________
James V. Punelli
Title: Manager

By: ______________________
Raymond C. Jones
Title: Manager

No. 2:19-bk-00787 Doc 52-4 Filed 11/02/19 Entered 11/02/19 10:03:07 Page 24 of 56

STATE OF West Virginia

COUNTY OF Hardy, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of July, 2014, by James V. Punelli, the Manager of TenX Group LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: January 27, 2020

Sheila F. Gordon

Notary Public

[SEAL]

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SHEILA F GORDON
WALTERS KRAUSKOPF & BAKER
PO BOX 119
MOOREFIELD, WV 26836
My commission expires January 27, 2020

STATE OF West Virginia

COUNTY OF Hardy, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of July, 2014, by Raymond C. Jones, the Manager of TenX Group LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: January 27 2020

Sheila F. Gordon

Notary Public

[SEAL]

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SHEILA F GORDON
WALTERS KRAUSKOPF & BAKER
PO BOX 119
MOOREFIELD, WV 26836
My commission expires January 27, 2020

This instrument prepared by Elizabeth A. Benedetto, Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301; (304) 340-3800.

6239680 (1916.779)

Exhibit A

TRACT ONE: ALL THAT CERTAIN LOT, TRACT OR PARCEL OF REAL ESTATE, CONTAINING 58.09 ACRES, MORE OR LESS, BY THE LEGAL DESCRIPTION ON RECORD IN THE OFFICE OF THE ASSESSOR OF HARDY COUNTY, WEST VIRGINIA, SITUATE ADJACENT TO AND NORTHEAST OF SECONDARY COUNTY ROUTE 220/8 KNOWN AS FISH POND ROAD, ABOUT 2.5 MILES NORTHWEST OF THE COMMUNITY OF OLD FIELDS IN MOOREFIELD DISTRICT, HARDY COUNTY, WEST VIRGINIA, AND BEING THE RESIDUE OF THAT CERTAIN PARCEL OF REAL ESTATE DESIGNATED AS "TRACT #2- 126. 31 ACRES" ON THAT "PLAT OF SURVEY OF THE KENNY CRITES ESTATE" WHICH IS OF RECORD IN THE OFFICE OF THE CLERK OF THE COUNTY COMMISSION OF HARDY COUNTY, WEST VIRGINIA, IN MAP BOOK 8, AT PAGE 52; LESS HOWEVER; THAT CERTAIN OUTCONVEYANCE OF 79.69 ACRES, AFFECTING "TRACT #1" AND "TRACT #2" OF THE ABOVE MENTIONED PLAT OF SURVEY FROM EMORY CRITES, ALBERT CRITES, FRANK JUNIOR CRITES, MARGARET CONROY, DENNIS TOMALKA, AND CATHERINE PRATT TO THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS BY ORDER DATED AUGUST 30, 2006, OF RECORD IN THE AFORESAID CLERK'S OFFICE IN DEED BOOK 293, AT PAGE 424. REFERENCE IS HEREBY MADE TO SAID PLAT OF SURVEY FOR A MORE SPECIFIC DESCRIPTION OF THE TRACT OR PARCEL OF REAL ESTATE CERTIFIED HEREBY.

TRACT TWO: ALL THAT CERTAIN TRACT OR PARCEL OF REAL ESTATE CONTAINING 689.40 ACRES, MORE OR LESS, INCLUSIVE OF COUNTY ROUTE 220/8, LYING AND BEING SITUATE 2 MILES WEST OF OLD FIELDS AND 6 MILES NORTH WEST OF THE TOWN OF MOOREFIELD ON BOTH SIDES OF FISH POND ROAD IN MOOREFIELD DISTRICT, HARDY COUNTY, WEST VIRGINIA, AND BEING MORE PARTICULARLY DESCRIBED BY A DESCRIPTION OF SURVEY AND PLAT OF SURVEY IN THAT CERTAIN CREDIT LINE DEED OF TRUST DATED AUGUST 21, 2013 AND OF RECORD IN THE OFFICE OF THE CLERK OF THE COUNTY COMMISSION OF HARDY COUNTY, WEST VIRGINIA IN DEED OF TRUST BOOK 277, AT PAGES 176 AND 180, RESPECTIVELY. REFERENCE IS HEREBY MADE THE AFOREMENTIONED DESCRIPTION OF SURVEY AND PLAT OF SURVEY FOR A MORE SPECIFIC DESCRIPTION OF THE TRACT OR PARCEL OF REAL ESTATE CERTIFIED HEREBY.

This document presented and filed:
07/02/2014 02:22:19 PM

Gregory L. Ely, Hardy County, WV
195177