EXHIBIT A

FORBEARANCE AGREEMENT

This Forbearance Agreement (this "Agreement") is made as of the 6th day of July 2018, by and among **WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY**, a West Virginia public corporation ("WVEDA"); **PANTHERA ENTERPRISES, LLC, formerly TENX GROUP LLC**, a Delaware limited liability company (the "Borrower"); the following guarantors (collectively, the "Guarantors" and together with the Borrower, the "Obligors"): **GLOBAL MATRIX CORPORATION**, a Virginia corporation; **PONS MILVIUS LLC**, a Delaware limited liability company; **JAMES V. PUNELLI**, a resident of the Commonwealth of Virginia; and **RAYMOND C. JONES**, a resident of the Commonwealth of Virginia; and **PANTHERA TRAINING, LLC**, a Virginia limited liability company ("Panthera Training"). For avoidance of doubt, Panthera Training is not a Guarantor.

RECITALS

A. To evidence and secure a $5,000,000 loan (the "2013 WVEDA Loan") made by WVEDA to the Borrower to permanently finance a portion of the Borrower's costs to acquire the security operations training facility previously operated as the Moorefield Training Center in Moorefield, Hardy County, West Virginia (the "Training Center"), the Obligors previously executed and delivered to WVEDA the following documents and instruments (as the same may be amended, restated or modified from time to time, collectively, the "2013 WVEDA Loan Documents"):

(1) Promissory Note dated August 21, 2013, made by the Borrower and payable to the order of WVEDA in the original principal amount of $5,000,000 (the "2013 WVEDA Note");

(2) Loan Agreement dated August 21, 2013, by and among WVEDA, the Borrower and the Guarantors (the "2013 WVEDA Loan Agreement");

(3) Credit Line Deed of Trust and Fixture Filing dated August 21, 2013, from the Borrower to Joyce F. Ofsa, as Trustee, for the benefit of WVEDA, recorded in the Office of the Clerk of the County Commission of Hardy County, West Virginia, on August 22, 2013, in Deed of Trust Book 277, at Page 158 (the "2013 WVEDA Deed of Trust"), granting a lien on a tract of real property comprising 689.40 acres, more or less, located in Moorefield District, Hardy County, West Virginia (the "Training Center Property"), and all buildings, structures and improvements thereon (which includes the Training Center), all fixtures affixed thereto, and all rents, income, issues and profits derived from the Training Center Property;

(4) Collateral Assignment of Leases and Rents dated as of August 20, 2013 and effective as of August 21, 2013, by and between Borrower and WVEDA (the "2013 WVEDA Lease Assignment"), by which the Borrower granted to WVEDA a security interest in all right, title and interest of the Borrower in all rentals, income and profits due under all existing and future leases of all or any portion of the Training Center Property, and which was recorded

on August 22, 2013, in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed of Trust Book 277, at Page 181;

(5) Guaranty dated August 21, 2013, from Global Matrix Corporation in favor of WVEDA;

(6) Guaranty dated August 21, 2013, from Pons Milvius LLC in favor of WVEDA;

(7) Guaranty dated August 21, 2013, from James V. Punelli in favor of WVEDA; and

(8) Guaranty dated August 21, 2013, from Raymond C. Jones in favor of WVEDA.

B. To evidence and secure a $1,871,505 loan (the "2014 WVEDA Loan" and together with the 2013 WVEDA Loan, the "Loans") made by WVEDA to the Borrower to permanently finance a portion of the costs to acquire 58.09 acres, more or less, adjacent to the Training Center (the "Pratt Property" and together with the Training Center Property, the "Collateral Property") and to construct improvements and renovations at the Training Center including, but not limited to, a 6,000 square foot live-fire assault house, a covered gun range and an expanded armory complex, all to expand services offered at the Training Center, the Obligors previously executed and delivered to WVEDA the following documents and instruments (as the same may be amended, restated or modified from time to time, collectively, the "2014 WVEDA Loan Documents" and together with the 2013 WVEDA Loan Documents, the "Loan Documents"):

(1) Promissory Note dated July 2, 2014, made by the Borrower and payable to the order of WVEDA in the original principal amount of $1,871,505 (the "2014 WVEDA Note" and together with the 2013 WVEDA Note, the "Notes");

(2) Loan Agreement dated as of July 2, 2014, by and among the Borrower, WVEDA and the Guarantors (the "2014 WVEDA Loan Agreement");

(3) Credit Line Deed of Trust and Fixture Filing dated July 2, 2014, from the Borrower to Joyce F. Ofsa, as Trustee, for the benefit of WVEDA, recorded in the Office of the Clerk of the County Commission of Hardy County, West Virginia, on July 2, 2014, in Deed of Trust Book 282, at Page 818 (the "2014 WVEDA Deed of Trust" and together with the 2013 WVEDA Deed of Trust, the "Deeds of Trust"), granting a lien on the Collateral Property, and all buildings, structures and improvements thereon, all fixtures affixed to the property, and all rents, income, issues and profits derived from the Collateral Property;

(4) Collateral Assignment of Leases and Rents dated as of July 1, 2014, and effective as of July 2, 2014, by and between Borrower and WVEDA (the "2014 WVEDA Lease Assignment" and together with the 2013 WVEDA Lease Assignment, the "Lease Assignments"),

by which the Borrower granted to WVEDA a security interest in all right, title and interest of the Borrower in all rentals, income and profits due under all existing and future leases of all or any portion of the Collateral Property, and which was recorded on July 2, 2014, in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed of Trust Book 282, at Page 837;

(5) Guaranty dated July 2, 2014, from Global Matrix Corporation in favor of WVEDA;

(6) Guaranty dated July 2, 2014, from Pons Milvius LLC in favor of WVEDA;

(7) Guaranty dated July 2, 2014, from James V. Punelli in favor of WVEDA; and

(8) Guaranty dated July 2, 2014, from Raymond C. Jones in favor of WVEDA.

C. On May 20, 2017, the Borrower and the WVEDA entered into a modified payment arrangement pursuant to which Borrower agreed to pay $20,000 per month for each of the Loans ($40,000 per month total), to the WVEDA.

D. The Borrower has defaulted under the Loan Documents, as modified, as a result Borrower's failure to make payments as and when due, including, specifically, without limitation, the failure to make all but three (3) of nine (9) payments coming due between May 20, 2017, and February 28, 2018 (the "Default").

E. On February 28, 2018, WVEDA sent a notice of default and demand for payment letter to the Borrower and the Guarantors, providing the Borrower until March 31, 2018 to cure the Default by tendering payment in full of all outstanding principal, accrued and unpaid interest and other fees and charges due WVEDA under the Notes.

F. As of the date hereof, the Borrower remains in default under the Loans as a result of its failure to tender payment in full of the Notes to WVEDA by March 31, 2018.

G. As of July 6, 2018, the 2013 WVEDA Loan has an outstanding balance of $5,010,754.98, consisting of outstanding principal of $4,472,705.66 and accrued and unpaid interest of $538,049.32, and the outstanding principal balance continues to accrue interest at a daily per diem rate of $531.82.

H. As of July 6, 2018, the 2014 WVEDA Loan has an outstanding balance of $1,895,253.55, consisting of oustanding principal of $1,709,076.52 and accrued and unpaid interest of $186,177.03, and the outstanding principal balance continues to accrue interest at a daily per diem rate of $181.68.

I. Borrower has presented WVEDA with a Commercial Lease Agreement (the "2018 Lease") dated June 1, 2018, by and between Borrower as Landlord and Panthera Training as Tenant, pursuant to which the Borrower agreed to lease the Collateral Property to Panthera Training in consideration for, among other things, monthly rent of $52,000 to be paid directly to the WVEDA, and upon other terms as provided therein. A copy of the 2018 Lease is attached hereto and incorporated herein as **Exhibit A**.

J. The Obligors have requested WVEDA to consent to the 2018 Lease and to refrain for a limited period of time from enforcing its rights and remedies under the Loan Documents with respect to the Default, and WVEDA is willing to consent to the 2018 Lease and to refrain for a limited period of time from enforcing its rights and remedies under the Loan Documents upon the terms and conditions stated in this Agreement.

K. The parties desire to set forth their agreements as provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Recitals.

The recitals set forth above are incorporated in this Agreement as fully set forth above and are hereby acknowledged by the Obligors and WVEDA to be true and accurate.

2. Definitions.

Capitalized terms not defined herein shall have the meanings assigned to them in the Loan Agreements.

3. Acknowledgment of Defaults.

The Obligors hereby acknowledge and agree that the Default has occurred and is continuing under the Loan Documents, and that WVEDA has the immediate right to exercise all rights and remedies provided under the Loan Documents. Subject to the terms and conditions hereof, WVEDA agrees to forbear from exercising its rights and remedies under the Loan Documents during the Forbearance Period (as defined herein).

4. Outstanding Balance Owed Under Loan Documents.

(a) The Obligors acknowledge and agree that as of July 6, 2018, the total amount due and owing to WVEDA under the 2013 WVEDA Loan Documents is $5,010,754.98, which consists of unpaid principal in the amount of $4,472,705.66, together with accrued and unpaid interest in the amount of $538,049.32 (the "2013 WVEDA Loan Indebtedness"). As of

July 6, 2018, interest continues to accrue under the 2013 WVEDA Note at a per diem rate of $531.82.

(b) The Obligors acknowledge and agree that as of July 6, 2018, the total amount due and owing to WVEDA under the 2014 WVEDA Loan Documents is $1,895,253.55, which consists of unpaid principal in the amount of $1,709,076.52, together with accrued and unpaid interest in the amount of $186,177.03 (the "2014 WVEDA Loan Indebtedness" and together with the 2013 WVEDA Loan Indebtedness, the "Indebtedness"). As of July 6, 2018, interest continues to accrue under the 2014 WVEDA Note at a per diem rate of $181.68.

5. Forbearance Period.

Subject to the express provisions of this Agreement, WVEDA hereby agrees to forbear from exercising its remedies under the Loan Documents until the earlier of (a) 5:00 p.m. on January 6, 2019; or (b) the occurrence of a Termination Event, as defined in Section 7 of this Agreement (the "Forbearance Period").

6. Conditions of Forbearance.

WVEDA's agreement to forbear is conditioned upon and subject to timely satisfaction of each of the following conditions (the "Conditions of Forbearance"):

(a) Payments to WVEDA.

(i) The Obligors hereby agree that during the Forbearance Period all monthly rental payments to be paid by Panthera Training under the 2018 Lease shall be paid directly to WVEDA. WVEDA shall apply the rental payments as follows:

1. seventy-two percent (72%) of such payments shall be applied to the 2013 WVEDA Loan Indebtedness (*first* to accrued interest until such accrued interest is paid in full, *then* to principal); and

2. twenty-eight percent (28%) of such payments shall be applied to the 2014 WVEDA Loan Indebtedness (*first* to accrued interest until such accrued interest is paid in full, *then* to principal).

(ii) Upon the occurrence of a Termination Event (as later defined in this Agreement) or an Event of Default under the Loan Documents, the Obligors shall pay all amounts due and owing under and pursuant to the Loan Documents in connection with the Notes, and in addition, the Obligors shall pay all of WVEDA's attorneys' fees and expenses as set forth in Section 6(h) of this Agreement.

(b) Reduction of Delinquent Taxes.

During the Forbearance Period, Borrower shall pay any funds that it receives as Additional Rent (as defined in the 2018 Lease) to reduce any and all of Borrower's delinquent tax obligations, whether such taxes be in the nature of property, withholding, income or other type of tax.

(c) Actions by Other Creditors.

During the Forbearance Period, no other creditor of the Borrower shall undertake to exercise any collection action against the Collateral Property.

(d) Correctness of Representations and Warranties.

All representations and warranties made by the Obligors to WVEDA under this Agreement shall remain true and correct throughout the Forbearance Period, including those made in the recitals to this Agreement.

(e) No Defaults Under Loan Documents.

During the Forbearance Period, the Obligors shall perform under and satisfy all other obligations, covenants, representations and warranties contained in the Loan Documents applicable to them. With respect to such obligations, covenants, representations and warranties, an Event of Default under any of the Loan Documents shall constitute a Termination Event under this Agreement.

(f) No Defaults Hereunder.

During the Forbearance Period, the Obligors shall not breach any promise or covenant contained in this Agreement and shall not be in default under any provision of this Agreement.

(g) No Sale, Transfer, Lease or Encumbrance of Assets.

Borrower shall not sell, convey, transfer, lease, mortgage, pledge, or grant or permit to exist a security interest in or lien upon any of its assets which secure the Borrower's Indebtedness to WVEDA including, but not limited to, the Collateral Property, unless approved in advance by WVEDA in writing during the Forbearance Period.

(h) Fees and Expenses.

Borrower shall pay all of WVEDA's attorneys' fees and expenses incurred in connection with WVEDA's collection efforts and the negotiation, preparation and execution of this Agreement.

(i) Cooperation with WVEDA and Third Parties.

The Obligors shall cooperate with any appraisers, engineers, architects, auctioneers or third parties that WVEDA may engage in connection with its collateral, and

Borrower shall timely provide such information about its financial status and/or WVEDA's collateral as WVEDA may request.

(j) Other Indebtedness.

During the Forbearance Period, the Obligors shall not be in default of any other commercial indebtedness to which any Obligor is a party, whether to WVEDA or any third party.

(k) Consent to Relief from Stay.

The Obligors hereby further agree that in the event that any Obligor shall (i) file for or be the subject of any petition under title 11 of the United States Code (as amended, the "Bankruptcy Code"), (ii) be the subject of an order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any petition seeking any reorganization, composition, readjustment, liquidation, or similar relief under any present or future federal or state law or act relating to bankruptcy, insolvency or other relief for debtors, or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for reorganization, composition, readjustment, liquidation, dissolution or similar relief, WVEDA shall thereupon be entitled to relief from any automatic stay imposed by section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to WVEDA as provided in the Loan Documents, this Agreement, and/or as otherwise provided by law. The Obligors further waive any right they may have to move in such proceeding to extend the exclusive period to file a plan or have a plan accepted, unless WVEDA has been granted relief from the stay. This provision shall survive any termination of this Agreement.

(l) Further Assurances.

The Obligors will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents and assurances as WVEDA may from time to time request in order more effectively to carry out the intent and purposes of this Agreement and the transactions contemplated by this Agreement. Promptly upon request by WVEDA, the Obligors agree to execute and deliver and to file and record or refile and rerecord such financing statements, deeds of trust, assignments and other such documents in such manner, at such time or times and in such place or places as may be required by law, and to cause to be taken such other actions as may be required by law or as may be requested by WVEDA in order effectively to carry out the intent and purposes of this Agreement.

7. Termination Events.

Each of the following shall constitute a Termination Event and an Event of Default under this Agreement:

(a) The breach of or failure to satisfy any of the Conditions of Forbearance as set forth in Section 6 above including, without limitation, any failure by Panthera Training to pay its rental payments directly to WVEDA;

(b) If any Obligor becomes a debtor in a bankruptcy case by means of either a voluntary or involuntary petition;

(c) Any kind of receivership or insolvency proceeding is commenced by or against any Obligor;

(d) The submission by any Obligor of any false or inaccurate information or omission of any material fact or any fact necessary to make such information not misleading;

(e) The entry of any judgment, order, award or decree against any Obligor and a determination by WVEDA, in good faith but in its sole discretion, that the same, when aggregated with all other judgments, orders, awards and decrees outstanding against any Obligor could have a material adverse effect on the prospect for WVEDA to fully and punctually realize the full benefits conferred on WVEDA by the Loan Documents and this Agreement;

(f) Any assets of any Obligor shall be attached, levied upon, seized or repossessed, or come into the possession of a trustee, receiver or other custodian and a determination by WVEDA, in good faith but in its sole discretion, that the same could have a material adverse effect on the prospect for WVEDA to fully and punctually realize the full benefits conferred on WVEDA by the Loan Documents and this Agreement;

(g) The occurrence of any event or the existence of any circumstances which, under the terms of any of the Loan Documents, constitutes a default or an Event of Default thereunder; or

(h) The determination in good faith by WVEDA that a material adverse change has occurred in the financial condition of any Obligor.

8. Termination of Forbearance Period.

The Obligors agree that the Forbearance Period automatically, and without notice, shall terminate upon the earlier of (a) 5:00 p.m. on the date set forth in Section 5(a) hereof; or (b) the occurrence of any Termination Event, as defined above. Upon termination of the Forbearance Period, the entire remaining balance under the Notes shall, at WVEDA's option, be immediately due and payable, and WVEDA shall be under no obligation to forbear in any respect and shall be entitled immediately to exercise all of its rights and remedies under the Loan Documents, all without further notice to any Obligor.

9. Representations, Warranties and Covenants.

In order to induce WVEDA to enter into this Agreement and in consideration of the forbearance by WVEDA as herein provided, the Obligors make the following representations, warranties and covenants to WVEDA:

(a) The Indebtedness is due and payable by the Obligors, and the Loan Documents are fully enforceable by WVEDA and are not subject to any defense, counterclaim, setoff or recoupment by the Obligors.

(b) This Agreement represents an arm's-length transaction freely entered into by the Obligors, and WVEDA has acted in good faith in the making of this Agreement. The Obligors acknowledge that they have had the opportunity to retain counsel to participate in the negotiation and execution of this Agreement.

(c) The execution and performance of this Agreement by the Obligors does not and will not violate any agreement to which any Obligor is a party.

(d) All financial and other information given by the Obligors or any of their agents or representatives to WVEDA is and shall be true and accurate.

(e) The Obligors shall not take any action that would impair their ability to perform the obligations hereunder or to satisfy any of the Conditions of Forbearance.

(f) This Agreement is not being entered into with the intent to hinder, delay, or defraud any creditor of the Obligors.

(g) All representations and warranties made by the Obligors to WVEDA under the Loan Documents are true and correct as of the date hereof.

10. No Substitution or Novation; Ratification of Loan Documents.

This Agreement shall not constitute a substitution or novation of the Indebtedness evidenced by the Notes or any of the other Loan Documents. Except as modified by this Agreement, the Notes and the other Loan Documents shall continue in full force and effect and the Obligors hereby ratify and confirm the validity and effectiveness of all of the Loan Documents, as modified by this Agreement.

11. Continuation of Security.

Nothing contained in this Agreement shall be construed to impair the security of WVEDA, its successors and assigns under the Loan Documents, nor affect, nor impair any rights or powers that WVEDA may have under the Loan Documents for the recovery of the Indebtedness in case of nonfulfillment of the terms, provisions and covenants contained in this Agreement or the terms, rights, powers and covenants of the Loan Documents, whether delivered in connection with this Agreement or otherwise. All rights, powers and remedies of WVEDA under any other agreement now or at any time in the future in force between WVEDA and the Obligors shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to WVEDA by law.

12. Release and Waiver.

The Obligors (referred to for purposes of this Section 12 as the "Releasors") hereby acknowledge and stipulate that they have no claims or causes of action against WVEDA of any kind whatsoever, whether arising out of the Loan Documents, the conduct or administration of the Loans in connection with the Loan Documents, or out of the negotiation, execution and delivery of this Agreement or otherwise. The Releasors hereby fully and forever release and discharge WVEDA and its predecessors, successors, assigns, stockholders, affiliates, directors, officers, employees, agents, attorneys, independent contractors and representatives (whether now or heretofore acting in such capacity or otherwise) (the "Releasees"), from any and all claims, demands, liabilities, obligations, actions, causes of action or suits at law or in equity, of whatsoever kind or nature, whether known or unknown, discovered or undiscovered, matured or not matured, asserted or unasserted, which the Releasors heretofore have asserted or now or hereafter have or may assert against any one or more of the Releasees, arising out of or in respect of any actions, conduct, circumstances or events occurring on or prior to the date of this Agreement. In furtherance and not in limitation of the provisions of the preceding sentence, the Releasors also agree not to sue or prosecute any action against any or all of the Releasees with respect to any of the matters contemplated within the scope of said sentence, and the Releasors agree to hold each and all of the Releasees harmless in respect of any suit or prosecution by the Releasors in contravention of the provisions of this sentence.

13. No Obligation to Extend Future Forbearances; No Waiver.

The Obligors acknowledge and agree that WVEDA is not obligated and does not agree to extend any other or future forbearance except as expressly set forth herein. This Agreement shall not constitute a waiver by WVEDA of Borrower's default under the Loan Documents. Except as expressly provided herein, WVEDA reserves all of its rights and remedies under all the Loan Documents. No action or course of dealing on the part of WVEDA, its officers, employees, consultants, or agents, nor any failure or delay by WVEDA with respect to exercising any right, power or privilege of WVEDA under the Notes, any of the other Loan Documents or this Agreement, shall operate as a waiver thereof, except to the extent expressly provided herein.

14. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

15. Notices: Further Communications; Amendments.

Any notice, demand, or request required or permitted to be given hereunder shall be deemed given if mailed by certified mail, return receipt requested, addressed as follows:

If to Borrower:

Panthera Enterprises, LLC
1900 Campus Commons Drive
Suite 100
Reston, VA 20191
Attention: James V. Punelli, Manager

If to Guarantors:

Global Matrix Corporation
43787 Bent Creek Terrace
Leesburg, VA 20176
Attention: Raymond C. Jones

Pons Milvius LLC
11654 Plaza America Drive, # 320
Reston, VA 20190
Attention: James V. Punelli

Raymond C. Jones
43787 Bent Creek Terrace
Leesburg, VA 20176

James V. Punelli
11654 Plaza America Drive, # 320
Reston, VA 20190

If to Panthera Training:

Panthera Training, LLC
2464 Dalby's Lane
Cape Charles, VA 23310
Attention: Robert L. Starer, Managing Member

If to WVEDA:

West Virginia Economic Development Authority
NorthGate Business Park
180 Association Drive
Charleston, WV 25311-1217
Attention: Caren D. Wilcher, Associate Director

With a copy to: Spilman Thomas & Battle, PLLC
P. O. Box 831
Wheeling, WV 26003-0873
Attention: Eric Gadd

This Agreement cannot be amended, rescinded, supplemented or modified except in writing signed by the parties hereto.

16. Complete Agreement.

This Agreement contains the entire agreement of the parties and supersedes any other discussions or agreements relating to the subject of this Agreement.

17. Time of the Essence.

TIME IS OF THE ESSENCE WITH RESPECT TO THE CONDITIONS OF FORBEARANCE AND THE OBLIGATIONS OF THE OBLIGORS UNDER THIS AGREEMENT.

18. Severability.

Any provision of this Agreement that is prohibited by, or unlawful or unenforceable under, West Virginia or federal law shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this Agreement.

19. **WAIVER OF JURY TRIAL.**

The parties hereto agree that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by any party to this Agreement or any of their successors or assigns, on, under or with respect to this Agreement, the Notes, any of the other Loan Documents, or the Indebtedness, shall be tried only by a court and not by a jury. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING. The parties acknowledge and agree that this provision is a specific and material aspect of this Agreement between the parties and that the parties would not enter into this Agreement if this provision were not a part of this Agreement.

20. Assignment.

This Agreement shall be binding upon and inure to the benefit of WVEDA and the Obligors and their personal representatives, heirs, successors and assigns, except that the Obligors may not assign or transfer their rights or duties under this Agreement without the prior written consent of WVEDA. This Agreement may be assigned by WVEDA in its sole discretion.

No. 2:19-bk-00787 Doc 52-4 Filed 11/02/19 Entered 11/02/19 10:03:07 Page 49 of 56

21. Guarantors' Consent and Reaffirmation.

Each Guarantor hereby acknowledges and consents to the terms of this Agreement and verifies, reconfirms, reaffirms, restates and ratifies his or its obligations to WVEDA pursuant to his or its Guaranties.

22. Joinder of Panthera Training.

Panthera Training joins in the execution of this Agreement to affirmatively acknowledge and agree that until it receives further notice from WVEDA, all monthly rental payments under the 2018 Lease shall be paid directly to WVEDA.

23. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same agreement among the parties.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

[SIGNATURE PAGE 1 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

BORROWER:

PANTHERA ENTERPRISES, LLC, F/K/A TENX GROUP, LLC,
a Delaware limited liability company

By: ____________________
James V. Punelli
Its: Manager

[SIGNATURE PAGE 2 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

GUARANTOR:

GLOBAL MATRIX CORPORATION, a Virginia corporation

By: ______________________
Raymond C. Jones
Its: President

[SIGNATURE PAGE 3 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

GUARANTOR:

PONS MILVIUS LLC, a Delaware limited liability company

By: ______________________
James V. Punelli
Its: Manager

[SIGNATURE PAGE 4 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

GUARANTOR:

Raymond C. Jones

Raymond C. Jones

[SIGNATURE PAGE 5 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

GUARANTOR:

James V. Punelli

[SIGNATURE PAGE 6 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

PANTHERA TRAINING, LLC, a ~~West~~ Virginia limited liability company

By: ______________________
Robert L. Starer
Its: Managing Member

[SIGNATURE PAGE 7 TO FORBEARANCE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by their duly authorized officers or managers as of the day and year first above written.

LENDER:

WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY,
a West Virginia public corporation

By: David A. Warner
David A. Warner
Its: Executive Director

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