

STATE OF NORTH CAROLINA
DURHAM COUNTY

MONTAGUE CAPITAL PARTNERS, LLC,

Plaintiff,

v.

CYBERLUX CORPORATION,

Defendant.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
25CV006375-310

**DECLARATION IN OPPOSITION TO
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

I, Mark Schmidt, hereby make the following declaration:

1. I am a resident and citizen of the State of North Carolina and I am over the age of eighteen (18) years and competent to make this affidavit.

2. I make this affidavit based on my own personal knowledge of the matters contained herein unless they are made upon information and belief.

3. I am the President and Chief Executive Officer of Cyberlux Corporation.

4. Cyberlux engages multiple independent contractor consultants to identify and source commercial contracts for Cyberlux. Cyberlux's independent contractor consultants receive a commission on commercial contracts, if any, actually sourced by that consultant. There are no geographic-based exclusivity rights or restrictions which limit a Cyberlux consultant from pursuing or successfully sourcing contracts in any region or country.

5. Beginning in 2022, multiple Cyberlux executives, consultants, and other affiliates began seeking opportunities to sell certain Cyberlux tactical drones to the Ukrainian government. In 2022, the Chief of the General Staff of the Armed Forces of Ukraine submitted a written order to Cyberlux for 1,000 FlightEye KOA031831 Model-K drones. Various other agencies within the Ukrainian government also expressed interest in acquiring Cyberlux drones in 2022.

6. The order received from the Ukrainian government for FlightEye KOA031831 Model-K drones was never consummated. Cyberlux never sold, shipped, or delivered any orders for FlightEye KOA031831 Model-K drones. Cyberlux never sold drones or related products or services to the Ukrainian government. None of the orders or requests to provide drones received from the Ukrainian government prior to January, 2023 ultimately resulted in a commercial contract.

7. In March, 2023, Cyberlux responded to *Customer Request for Quote # 03102023*, issued by HII Defense & Federal Solutions, Inc. (“HII”) by issuing a transmittal letter proposal for the sale of drones. On June 24, 2023, Cyberlux revised and reissued its transmittal letter proposal which included pricing for the sale of Cyberlux Model-K8-1 and Model-K8-2 drones to HII (“June 24, 2023 Proposal”).

8. On August 29, 2023 Cyberlux and HII entered *Subcontract No. P000043846* (the “HII Subcontract”), under the *Prime Contract No. GS00Q14OADU109* between HII and the Federal Systems Integration and Management Center (“FEDSIM”). The HII Subcontract memorialized the June 24, 2023 Proposal quoted pricing and drone quantities for delivery FOB Origin to the United States’ Dover Air Force Base.

9. The HII Subcontract contained no language requiring Cyberlux to travel to nor to perform its obligations specifically for the benefit of the Ukraine.

10. As the Prime Contract was between HII and Federal Systems Integration and Management Center (“FEDSIM”), the United States government had sole control over whether any drones would go to Ukraine or to any other non-domestic location. Upon information and belief, fewer than 400 of the drones purchased by HII were subsequently sent to the Ukraine.

11. Montague Capital Partners, LLC (“Montague”) did not source the HII Subcontract, had no communications with HII regarding the HII Subcontract, and did not otherwise perform services that resulted in Cyberlux securing the Subcontract with HII. Accordingly, Montague is not entitled to payment of the alleged commissions claimed in its Complaint.

12. Another of Cyberlux’s independent contractor consultants, Assure Global LLC d/b/a WeShield (“WeShield”) was responsible for generating the demand and providing the supporting efforts that ultimately resulted in the prime contract between HII and FEDSIM and the subsequent HII Subcontract and will receive a commission for that contract once the funds are received by Cyberlux.

13. In early 2025, I determined that Denis Kalenja, the Managing Partner of Montague, breached his consulting agreement by engaging in conduct detrimental to Cyberlux and its business. Cyberlux therefore stopped making the separate quarterly consulting fee payments to Montague.

14. Cyberlux has paid Montague in full for commissions or fees owed to Montague under the 2019 Consulting Agreement and 2023 Amended and Restated Consulting Agreement. Between November 1, 2021 and December 30, 2024, Cyberlux paid Montague a cumulative total of \$1,671,047.68.

I declare under penalty of perjury under the laws of North Carolina that the foregoing is true and correct.

Executed on December 4, 2025.

DocuSigned by:

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Mark Schmidt

