

# **EXHIBIT 15**



**Catherine G. Clodfelter**

**Partner**

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Raleigh, NC  
Spartanburg, SC  
Washington, DC

July 21, 2025

**VIA EMAIL**

**Clark J. Belote**

**Kaufman & Canoles, P.C.**

**150 West Main Street**

**Suite 2100**

**Norfolk, VA 23510**

**clark.belote@kaufcan.com**

Re: ***HII Mission Technologies v. Cyberlux Corporation, et al.***  
***Civil Action No. 3:25-cv-483***  
***United States District Court for the Eastern District of Virginia***  
***Request for Confirmation of Interest in Payment Receivable***

Dear Mr. Belote,

Thank you for your letter and the opportunity to discuss our claim to the interpleaded amounts (the “Disputed Funds”). ANPC does claim that it has an interest in the Disputed Funds, as opposed to a general unsecured claim.

As an initial matter, ANPC filed a complaint (the “Complaint”) against Cyberlux in North Carolina, to which Cyberlux did not answer or otherwise appear, and ANPC obtained a default judgment (the “Judgment”). We are including a copy of both the Complaint and Judgment with this letter.<sup>1</sup> ANPC is domesticating the Judgment in Virginia and pursuing a garnishment. Those actions alone provide ANPC with a claim to the Disputed Funds beyond that of an unsecured creditor.

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<sup>1</sup> ANPC is providing the Complaint and Judgment along with this letter. Because the parties have a confidentiality agreement which may include information set out in the Purchase Agreement, we will describe the provisions that are relevant and not confidential but will not provide you with a copy of the Purchase Agreement itself.

PPAB 12597398v1

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In addition, and to the extent necessary, ANPC will assert a lien on the Disputed Funds by asking the Federal Court in the Eastern District of Virginia to impose an equitable lien on the Disputed Funds. A brief outline of our contentions and supportive legal authority follows. Because the parties agreed in the Purchase Agreement that North Carolina law would govern any dispute, we are providing here the North Carolina and Fourth Circuit authority that supports ANPC's claim to the funds.

The Complaint stated a claim for money judgment based on Cyberlux's breach of a purchase agreement between the parties (the "Purchase Agreement"). ANPC contends that, by language in the Purchase Agreement, Cyberlux assigned certain funds to ANPC to be used as payment for assets and services that ANPC provided to produce the product that Cyberlux then sold to its customer. ANPC contends that the assignment is contained in the payment terms, which are in part as follows: "payment by BUYER to the Supplier shall be made within ten (10) Business Days following the date of BUYER's receipt of payment from BUYER's customer." To the extent necessary, ANPC will request in the interpleader action that the court create an equitable lien in favor of ANPC as a result of this language and the way that the funds, which were supposed to be paid to ANPC, were instead disbursed.

Under North Carolina law, an assignment occurs when a party intends to place a fund out of the owner's control for the benefit of another. *Motz v. Stowe*, 83 N.C. 434, 439 (1880) ("anything written, said, or done, in pursuance of an agreement and for valuable consideration, or in consideration of some pre-existing debt, to place a money right or fund out of the original owner's control, and to appropriate in favor of another person, amounts to an equitable assignment."). No particular writing is necessary for there to be an equitable assignment. *Id.* ("no writing or particular form of words is necessary, provided only a consideration be proved and the intention of the parties made apparent by suitable evidence.").

Equitable assignment will be allowed, even if the contract provides only a mere promise to pay from a specific fund, if considerations of unjust enrichment are implicated. *See Embree Const. Grp., Inc. v. Rafcor, Inc.*, 330 N.C. 487, 497, 411 S.E.2d 916, 923 (1992). Where the assignee works to create a thing of value, and the sale of that thing of value allows the assignor to receive funds from which the assignee was to be paid, courts in North Carolina will impose an equitable assignment over the funds paid to the assignor so as to not allow the assignor to be unjustly enriched by the work of the assignee. *Id.*

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ANPC and Cyberlux acted jointly to fulfill the work and services request from Cyberlux's customer that was the subject of the Purchase Agreement.

Cyberlux promised to pay ANPC for its work out of the funds received from Cyberlux's customer in the Purchase Agreement. However, Cyberlux retained those funds instead, and, upon information and belief, used the funds to complete other work and serve other customers. Cyberlux was unjustly enriched in such a manner as to support a finding that there should be an equitable assignment in favor of ANPC over the funds received, not only from Cyberlux's customer in the Purchase Agreement, but over funds received from HII as well.

We have concluded from our research that in a federal interpleader filed under 28 U.S.C.A. § 1335, courts will allow and determine the contentions that ANPC raises in this letter. *See Three Mountaineers, Inc. v. Ramsey*, 143 F. Supp. 888, 889 (W.D.N.C. 1956).

ANPC requests that any HII continue to include ANPC in the interpleader action and would appreciate the chance to speak further if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Catherine G. Clodfelter". The signature is written in a cursive, flowing style.

Catherine G. Clodfelter

CGC

cc: Steven Naito  
Charles Raynal

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

COUNTY OF DURHAM

FILED

SUPERIOR COURT DIVISION

Advanced Navigation & Positioning Corporation

DATE: July 21, 2025 25-CVS-005686-310

TIME: 2:45:28 PM

DURHAM COUNTY

CLERK OF SUPERIOR COURT

BY: Strickland, Lisa

Plaintiff,

)

**DEFAULT JUDGMENT**

-v-

)

)

Cyberlux Corporation

)

)

Defendant.

)

)

)

THIS CAUSE coming before the undersigned, upon Motion of Advanced Navigation & Positioning Corporation (“ANPC”) for Default Judgment against Cyberlux Corporation (“Defendant”) on a breach of contract claim filed by Verified Complaint. Defendant has failed to plead or otherwise defend in this action and a default has been entered.

Therefore, it is **ORDERED, ADJUDGED, and DECREED** that:

1. The Motion is GRANTED; and
2. Judgment in favor of ANPC and against Cyberlux in the amount of **\$2,926,814.39**, as set out in the Verified Complaint, which includes: (1) \$2,830,050.00 for the Final Invoice and (2) interest accruing at the legal rate of 8% on the principal amount until the judgment is satisfied, which is \$96,764.39 as of July 15, 2025; and
3. This Judgment shall accrue post-judgment interest as allowed by law.

This the 21 day of July, 2025.

*Lisa P. Strickland*

Clerk, Durham County Superior Court  
X Assistant Clerk

25CV005686-310

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
25-CVS-\_\_\_\_\_

Advanced Navigation & Positioning Corporation	)
	)
Plaintiff,	)
	)
-v-	)
	)
Cyberlux Corporation	)
	)
Defendant.	)
_____	)

VERIFIED COMPLAINT

Plaintiff, complaining of the Defendant, alleges:

**PARTIES**

1. The Plaintiff Advanced Navigation & Positioning Corporation, (“**Plaintiff**” or “**ANPC**”) is a Delaware corporation in good standing with a legal existence and the capacity to sue, with its principal place of business located at 489 North 8<sup>th</sup> Street, Suite 203, Hood River, Oregon, 97031.

2. Upon information and belief, Cyberlux Corporation (“**Defendant**” or “**Cyberlux**”) is a Nevada corporation with its principal place of business in Durham County located at 800 Park Offices Drive, Suite 3209 Research Triangle, North Carolina, 27709 and can be served with process upon its registered agent, CT Corporation System, located at 160 Mine Lake Ct Ste 200, Raleigh, North Carolina 27615.

3. This Court has jurisdiction over the parties to this action pursuant to N.C. General Statute §1-75.4 and other applicable bases for jurisdiction.

4. Venue is proper pursuant to N.C. General Statute §1-82 and other applicable bases for venue.

PR

## BACKGROUND

5. ANPC is a supplier of precision approach guidance and area surveillance solutions.

6. On or around October 11, 2024, Cyberlux and ANPC entered into a purchase agreement (the “**Purchase Agreement**”) in which ANPC agreed to provide and Cyberlux agreed to purchase two Transportable Transponder Landing Systems with two guidance transmitter units, one applicable trailer, documentation, and spare parts (the “**Goods**”), along with installation services, training services, and assisted operations support (the “**Services**”)

7. The parties agreed that ANPC was to invoice Cyberlux for the Goods and Services according to five milestones set out in the Purchase Agreement (each of the five milestones referred to individually as a “**Milestone**” and together as “**Milestones**”).

8. ANPC performed under the Purchase Agreement, providing the Goods and Services in accordance with the terms of the Purchase Agreement.

9. ANPC invoiced Cyberlux for its performance through the first three Milestones set out in the Purchase Agreement.

10. Cyberlux paid ANPC the corresponding amount invoiced for the first three Milestones.

11. On December 20, 2024, ANPC invoiced Cyberlux a final invoice in the amount of \$2,830,050 (the “**Final Invoice**”). A true and accurate copy of the Final Invoice is attached hereto and incorporated herein by reference as **Exhibit A**.

12. Cyberlux did not communicate to ANPC any issues with the Final Invoice.

13. Cyberlux has not disputed that ANPC performed under the Purchase Agreement, that ANPC provided the Goods and Services, or that the amount set out in the Final Invoice is due to ANPC.

14. Pursuant to the Purchase Agreement, Cyberlux was required to pay the Final Invoice within ten days business days of Cyberlux's receipt of payment from Cyberlux's customer.

15. Upon information and belief, Cyberlux had received payment from Cyberlux's customer as of December 20, 2024 sufficient to pay the Final Invoice by December 30, 2024.

16. Cyberlux breached the Purchase Agreement when it failed to make a payment on the Final Invoice on or before December 30, 2024.

17. According to the Purchase Agreement, all disputes arising under the Purchase Agreement must be initially referred to the parties' senior management for resolution. The parties agreed to wait fourteen calendar days following referral to senior management before bringing to court any action arising out of or related to the Purchase Agreement.

18. Upon Cyberlux's failure to pay the Final Invoice in a timely manner, ANPC, by and through its attorney, gave notice to the Buyer's CEO of Cyberlux's failure to make timely payments on May 15, 2025 (the "**Payment Dispute Letter**").

19. The Payment Dispute Letter was sent to Cyberlux's CEO via Federal Express and email.

20. As of the date of this Verified Complaint, Cyberlux has not responded to the Payment Dispute Letter.

21. It has been more than fourteen days since ANPC sent the Payment Dispute Letter to Cyberlux.

**CLAIM FOR RELIEF**  
(Breach of Contract—Purchase Agreement)

22. ANPC incorporates the prior allegations of the Complaint by reference.

23. The Purchase Agreement is a valid and enforceable contract.

24. ANPC has performed all of its obligations under the Purchase Agreement.

25. Cyberlux has materially breached the Purchase Agreement by failing to pay the Final Invoice as and when due.

26. ANPC has been damaged by Cyberlux's failure to pay the Final Invoice, which represents amounts owed under the Agreement for ANPC's performance.

27. As of the date of this Verified Complaint, ANPC is entitled to prejudgment interest at the rate of eight percent (8%) per annum for failure to pay the invoice by December 30, 2024.

28. ANPC is entitled to post-judgment interest accruing after the date of this Complaint through the date of judgment.

29. ANPC is entitled to a judgment against Cyberlux on the Purchase Agreement in the amount of **\$2,926,814.39**, which includes: (1) \$2,830,050.00 for the Final Invoice and (2) interest in the amount of \$96,764.39, representing interest accruing from the date of breach through the date of this Complaint.

**WHEREFORE**, ANPC respectfully prays that the Court:

A. Enter judgment in favor of ANPC and against Cyberlux in the amount of **\$2,926,814.39**, which includes: (1) \$2,830,050.00 for the Final Invoice and (2) interest in the amount of \$96,764.39.

B. Grant ANPC post-judgment interest as allowed by law.

C. Tax the costs of this action against Cyberlux.

D. Grant ANPC such other and further relief as the Court deems just and proper.

This the 5<sup>th</sup> day of June, 2025.

/s/ Catherine G. Clodfelter  
Catherine G. Clodfelter  
N.C. State Bar No. 47653  
Charles E. Raynal IV  
N.C. State Bar No. 32310  
PARKER POE ADAMS & BERNSTEIN LLP

301 Fayetteville Street, Suite 1400  
P.O. Box 389 (27602-0389)  
Raleigh, North Carolina 27601  
Telephone: (919) 835-4036  
Facsimile: (919) 834-4564  
Email: catherineclodfelter@parkerpoe.com  
charlesraynal@parkerpoe.com  
*Counsel for Plaintiff ANPC*

**VERIFICATION**

**Tim Arbogast**, being first duly sworn, deposes and says that he is the CFO of Advanced Navigation and Positioning Corporation, a Delaware corporation, and, as such, he is authorized to make this oath; that he has read the foregoing and attached Verified Complaint, and that the same is true of his own personal knowledge except those matters stated upon information and belief, which he believes to be true.

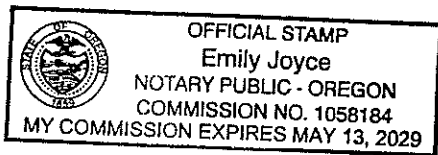
**Advanced Navigation and Positioning Corporation**

By: Tim Arbogast  
*Tim Arbogast*, CFO

STATE OF Oregon  
COUNTY OF HOOD RIVER

Personally appeared before me, Tim Arbogast, either being personally known to me or ~~proven by satisfactory evidence (said evidence being \_\_\_\_\_)~~; and acknowledged that he signed the foregoing document.

This the 5 day of June, 2025.



*Emily Joyce*  
Notary Public Emily Joyce  
(Type or Print Name)

My commission expires: May 13, 2029  
(Notary Seal)



# **Exhibit A**



**Invoice**

Advanced Navigation & Positioning Corporation  
 489 N 8th Street Suite 203  
 Hood River, OR 97031  
 (800) 228-1857

**Invoice Number:** 0000696-IN  
**Invoice Date:** 12/20/2024  
**Order Number:** 0000261  
**Order Date:** 10/8/2024  
**Salesperson:** FRMB  
**Customer Number:** 14-CYB001

**Sold To:**  
 Cyberlux Corporation  
 800 Park Offices Drive, Suite 3209  
 Research Triangle Park  
 Durham, NC 27709  
**Confirm To:**


**Ship To:**  
 Cyberlux Corporation  
 800 Park Offices Drive, Suite 3209  
 Research Triangle Park  
 Durham, NC 27709

Customer P.O.	Ship VIA	F.O.B.	Terms
CCC Agreement 106703.105			Prepaid

Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
/4000-14 Revenue-International Milestone 4: 20% of contract due upon SAT	EACH	1.00	1.00	0.00	2,830,050.00	2,830,050.00

Prepared by:

Net Invoice: 2,830,050.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Invoice Total:** 2,830,050.00

  
 Tim Arbogast  
 2024.12.20  
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