

Exhibit

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HII Mission Technologies Corp.

VIA EMAIL AND FEDEX

Date: September 23, 2025

Cyberlux Corporation
800 Park Offices Drive, Suite 3209
Research Triangle Park, NC 27709

Attention: Kimberly Lewis, Vice President

Subject: Indemnification Demand Concerning *Curtin v. Watts, et al.*, Case No. 1:25-cv-00782, United States District Court for the Middle District of North Carolina (the "Action")

Dear Ms. Lewis,

On behalf of HII Mission Technologies Corp. ("HII"), I am writing to notify you that, in accordance with Subcontract P000043846 ("Subcontract"), as amended by Modification No. 4 To Effectuate a Termination Settlement dated February 26, 2025 (the "Settlement Agreement"), Cyberlux must indemnify HII for expenses, liabilities, and losses (including attorneys' fees) in connection with the above-referenced Action.

As you may know, James Curtin has named HII as a defendant in a lawsuit now pending in the U.S. District Court for the Middle District of North Carolina (Case No. 25-cv-00782), seeking damages of "not less than \$20,000,000" (the "Action"). A copy of the First Amended Complaint in the Action is attached for reference.

Under Section 7 of the Settlement Agreement, Cyberlux must indemnify and hold harmless HII:

from and against any and all damages, expenses, liabilities, and losses (including without limitation attorneys' fees and other out-of-pocket expenses, internal charges, judgments, taxes, and amounts paid or to be paid in settlement) incurred or suffered by the Indemnified Party in connection with any . . . threatened, pending, or completed inquiry, claim, action, suit, or proceeding arising out of or relating to (i) Cyberlux's liabilities to its creditors, even if Cyberlux disputes such liabilities[.]

Additionally, under Section 12 of the Subcontract, Cyberlux must indemnify and hold harmless HII:

from and against any and all claims, damages, losses, liabilities or expenses (including reasonable attorney's fees, consultant fees, and expert witness fees) arising out of or relating to any third party claims, causes of action, lawsuits, or other proceedings . . . regardless of legal theory, to the extent such Claims arise from [Cyberlux]'s (or any of [Cyberlux]'s subcontractors, suppliers, employees, agents, or representatives) . . . intentional misconduct, negligence, or fraud . . . or . . . violation of applicable law or regulation.



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The Action falls within the scope of both indemnification provisions. It is a pending legal action brought by an alleged creditor of Cyberlux that relates to Cyberlux’s liabilities to its creditors, which is covered under Section 7 of the Settlement Agreement, regardless of whether such liabilities are disputed. In addition, the Action asserts a claim premised on allegations of Cyberlux’s misconduct, negligence, and violation of federal statutes, in connection with its contractual and financial obligations. Accordingly, the Section 7 of the Settlement Agreement and Section 12 of the Subcontract require Cyberlux to indemnify HII for any damages, expenses, liabilities, and losses HII incurs in connection with the Action. Pursuant to Section 7(b) of the Settlement Agreement, HII is electing to defend itself in the Action at this time and plans to seek indemnification from Cyberlux for those costs.

HII reserves all rights and remedies. Please let us know of any questions.

Thank you,

Tim McAtee

Digitally signed by Tim McAtee
Date: 2025.09.23 16:42:41 -04'00'

Tim McAtee
Sr. Director, Subcontracts and Procurement

cc:

Robert Berleth, Appointed Receiver in Cause No. 202448085, styled *Atlantic Wave Holdings, LLC and Secure Community, LLC v. Cyberlux Corporation, and Mark Daniel Schmidt*, in the 129th Judicial District in and for Harris County, Texas (rberleth@berlethlaw.com)

Jared Goul, Program Manager (jared.goul@hii.com)

Josh Rancourt, Subcontracts Administrator (joshua.rancourt@hii.com)

Craig Faunce, Subcontracts Manager, (craig.h.faunce@hii.com)

Jason Beckner, TDL Lead (jason.Beckner@hii.com)



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