

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

HII MISSION TECHNOLOGIES)	
CORP.,)	
)	
Plaintiff,)	Case No. 3:25-cv-483
)	
v.)	
)	
CYBERLUX CORP., <i>et al.</i> ,)	
)	
Defendants.)	
)	

DECLARATION OF ANTHONY R. GONZALEZ

I, Anthony R. Gonzalez, declare as follows:

1. I am over the age of 18 and competent to make this Declaration. I have personal knowledge of the facts stated in this Declaration.
2. I am the 65% Member of Thin Air Gear, LLC (“TAG”) and I submit this Declaration in support of TAG’s Motion for Summary Judgment, supporting Memorandum of Law, and other related filings.

TAG’s Contract With Cyberlux

3. On September 5, 2023, Cyberlux Corporation d/b/a Catalyst Machineworks, LLC, a wholly owned subsidiary of Cyberlux (collectively, “Cyberlux”) entered into a contract (the “Contract”) with TAG to produce 2,100 wheeled drone kit bags (the “drone kit bags”). A true and correct copy of Contract (TAG 0005-6) is attached hereto as **Exhibit 1**.
4. These drone kit bags were manufactured and sold to Cyberlux pursuant to the Subcontract between Cyberlux and Plaintiff HII Mission Technologies Corp.’s

(“HII”) predecessor in interest and Cyberlux (the “Subcontract”) that is the subject of HII’s First Amended Complaint for Interpleader. ECF 41 at ¶¶ 17-30. Indeed, the drone kit bags were used to package the drones that were manufactured and sold pursuant to the Subcontract. A true and correct copy of a picture of the drone kit bags (TAG 0007) is attached hereto as **Exhibit 2**.

5. Importantly, TAG is the only claimant to this action that manufactured and sold anything that is related to the Subcontract.
6. As set forth in the Contract, the total agreed contract price for the Contract was \$887,900.00. Cyberlux paid a deposit of \$150,000 on September 14, 2023. TAG produced and assembled all 2,100 drone kit bags in full performance of its obligations under the Contract. TAG then delivered 1,722 of the drone kit bags to Cyberlux’s warehouse in Spring, Texas. The remaining 378 drone kit bags are stored at TAG pending final payment on the Contract.
7. As of November 18, 2024, the balance due, including a 1.5% late fee per month on past due amounts, was \$365,049.42. TAG sent multiple demands to Cyberlux for payment of the remaining balance, but received no response to any of these demands.

The Colorado Action, The Final Judgment, And The Certified Final Judgment

8. Because Cyberlux was in material breach of the Contract at least by December 3, 2024, on March 12, 2025, TAG filed a diversity action against Cyberlux in the U.S. District Court for the District of Colorado, Case No. 1:25-cv-00805 (the “Colorado Action”), alleging breach of contract, unjust enrichment, and civil theft under Colorado law, which provides for treble damages, attorneys’ fees, and costs if TAG prevailed in the Colorado Action. A true and correct copy of the Complaint in the

Colorado Action (TAG 0021-26) is attached hereto as **Exhibit 3**.

9. Although Cyberlux was properly served with the complaint in the Colorado Action on March 14, 2025, Cyberlux failed or refused to file an answer or otherwise respond to the complaint.
10. Accordingly, TAG moved for entry of default judgment against Cyberlux.
11. On August 29, 2025, that motion was granted and Final Judgment was entered against Cyberlux in the total amount of \$1,224,275.14 (the “Final Judgment”), which consisted of treble damages in the amount of \$1,220,838.54, attorneys’ fees in the amount of \$2,765.00, and costs in the amount of \$671.60. A true and correct copy of the Final Judgment (TAG 0003-4) is attached hereto as **Exhibit 4**.
12. The Final Judgment was Certified on December 19, 2025 (the “Certified Final Judgment”). A true and correct copy of the Certified Final Judgment (TAG 0001-2) is attached hereto as **Exhibit 5**.
13. As of the date of execution of this Declaration, HII and Cyberlux have not paid TAG the amounts owed pursuant to the Contract, the Judgments, or otherwise.
14. A true and correct copy of Legalist’s Second Amended and Restated Government Purchase Order Financing Agreement including Instrument of Assignment (LEGALIST_000001-14) is attached hereto as **Exhibit 6**.
15. A true and correct copy of Legalist’s Response to Interrogatory 1 is attached hereto as **Exhibit 7**.
16. A true and correct copy of Atlantic Wave/Secure Community’s Response to Interrogatory 1 is attached hereto as **Exhibit 8**.
17. A true and correct copy of ANPC’s Complaint (ANPC 7-12) is attached hereto as

Exhibit 9.

18. A true and correct copy of ANPC's Response to Interrogatory 1 is attached hereto as

Exhibit 10.

19. A true and correct copy of the WeShield Group's Response to Interrogatory 1 is attached hereto as **Exhibit 11.**

20. A true and correct copy of Fairwind's Response to Interrogatory 1 is attached hereto as **Exhibit 12.**

21. A true and correct copy of the Receiver's Response to Interrogatory 1 is attached hereto as **Exhibit 13.**

22. A true and correct copy of Modification 4 to the Subcontract is attached hereto as **Exhibit 14.**

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the forgoing is true and correct.

Executed on April 14, 2026



Anthony R. Gonzalez

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of April, 2026, a true and correct copy of the foregoing was served via CM/ECF, upon all counsel of record.

/s/ Stephen J. Stine, Esq.
Stephen J. Stine, Esq. (VSB# 66738)
Stephen L. Neal, Jr., Esq. (VSB# 87064)
THE STINE LAW FIRM, PLLC
3900 Jermantown Rd., Suite 300
Fairfax, VA 22030-4900
Office Phone: 703.934-4647, Ext. 326
Cell Phone: (703) 501-5366
Fax: (703) 991-6559
Email: stine@stinelaw.com
sneal@stinelaw.com

Counsel for Thin Air Gear, LLC

EXHIBIT 1



QUOTE

09-05-23

Thin Air Gear
4196 Center Park Drive
Colorado Springs CO 80916

Mike Brown
816 896 5656 Cell
mike@thinairgear.com

TO Catalyst Machineworks/Cyberlux
6710 Spring Steubner Rd, Suite 709
PMB 103
Spring, TX 77389
Attn: Rick Tucker

SHIP TO:
Catalyst Machineworks/Cyberlux
6710 Spring Steubner Rd, Suite 709
PMB 103
Spring, TX 77389
Attn: Rick Tucker

Quote Expiration: 60 Days

	SHIPPING METHOD	SHIPPING TERMS	SHIPPING DATE	PAYMENT TERMS	DUE DATE
WAF	Truck	FOB: Colorado		1% 10, Net 30	ASAP

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
400	DRWTK OCP	Wheeled Drone Kit Bag (Prototype/Sample Approved) Accelerated Ramp Up Production - 400 Units in 30 days From PO/Deposit Receipt	\$399.00		\$159,600.00
1,700	DRWTK-OCP	Wheeled Drone Kit Bag (Prototype/Sample Approved) Standard Production - 200 Units Every Two Weeks After Accelerated Production	\$379.00		\$644,300.00
2,100		Additional Assembly - Receive Foam Inserts; Store; Install; Ship Individual Boxes on Pallets Standard Pallet Shipping Included - Bags Only	\$40.00		
		<ol style="list-style-type: none"> 1. Deposit Required to Release All Materials - \$150,000.00 2. We will Invoice Per Shipment 3. Terms 1%-N10, N30 4. Deposit Credit Will Be Applied to Last 400 Shipped and Invoiced 			\$84,000.00

TOTAL DISCOUNT		
SUBTOTAL		\$887,900.00
SALES TAX		
TOTAL		\$887,900.00

Estimated delivery times quoted above begin after receipt of Purchase Order and \$150,000.00 Deposit

To accept this quotation, sign here and return to mike@thinairgear.com

THANK YOU FOR YOUR BUSINESS!



Thin Air Gear
4196 Center Park Drive
Colorado Springs, CO 80916
(719)302-0563
mike@thinairgear.com
<http://www.thinairgear.com>

INVOICE

BILL TO

Rick Tucker
Catalyst Machine Works
6710 Spring Steubner Rd,
Suite 709
PMB 103
Spring, TX 77389 USA

SHIP TO

Rick Tucker
Catalyst Machine Works
21631 Rhodes Rd
Suite A105
Spring, TX 77389 USA

INVOICE # 8110
DATE 09/05/2023

DUE DATE 09/15/2023

TERMS Net 10

PURCHASE ORDER

Verbal/Email ATT

DESCRIPTION	QTY	RATE	AMOUNT
DEPOSIT	1	150,000.00	150,000.00

DEPOSIT - 2,100 Drone Kit Bag -
Verbal/Email Purchase Order
Banking Information:

Account Holder: Thin Air Gear, LLC
4196 Center Park Drive
Colorado Springs, CO 80916

Bank: First Bank
2 N Cascade Ave., Suite 130
Colorado Springs, CO 80903

ABA ROUNTING NUMBER: 107005047
ACCOUNT NUMBER: 219-120-8114

All Past Due Invoices will be subject to a 1.5% late fee per month.

BALANCE DUE
\$150,000.00

EXHIBIT 2

1AG-0007



EXHIBIT 3

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No.:

THIN AIR GEAR, LLC,

Plaintiff,

v.

CYBERLUX CORPORATION d/b/a CATALYST MACHINeworks, LLC,

Defendant.

COMPLAINT AND JURY DEMAND

Plaintiff Thin Air Gear, LLC, through counsel, KANE LAW FIRM, P.C., for its Complaint states:

NATURE OF THE CASE

This case arises out of a contractual relationship between the parties. Plaintiff Thin Air Gear, LLC (hereinafter "Thin Air") agreed to manufacture wheeled drone kit bags to the specifications of Defendant Cyberlux Corporation d/b/a Catalyst Machineworks, LLC (hereinafter "Cyberlux"). Cyberlux promised to purchase all bags so manufactured. Thin Air produced all wheeled drone kit bags pursuant to the contract. Cyberlux has refused to pay the balance due on the contract.

PARTIES

1. Thin Air is a Nevada limited liability company and has its principal place of business located at 4196 Center Park Drive, Colorado Springs, CO 80916. Plaintiff is qualified to do business in Colorado and is in good standing.

2. Cyberlux is a North Carolina corporation with its principal place of business located at 800 Park Offices Drive, Suite 3209, Research Triangle Park, NC 27709. The registered agent for service of process is CT Corporation System, 160 Mine Lake Court, Suite 200, Raleigh, NC 27615.

3. At all times pertinent to this litigation, Catalyst Machineworks, LLC was a wholly-owned subsidiary of Defendant Cyberlux.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) as there is complete diversity of citizenship and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

5. Venue is proper in the United States District Court for the District of Colorado pursuant to 28 U.S.C. § 1391(a) as Thin Air has its principal place of business in Colorado and the contract was entered into and performed within this judicial district.

GENERAL ALLEGATIONS

6. On or about September 5, 2023, Catalyst Machineworks, LLC entered into a contract (hereinafter "Contract") with Thin Air to produce 2,100 wheeled drone kit bags.

7. The total Contract price accepted was \$887,900.00.

8. The required deposit of \$150,000.00 was paid on September 14, 2023.

9. Thin Air has produced and assembled all 2,100 wheeled drone kit bags pursuant to the Contract.

10. Thin Air has delivered 1,722 wheeled drone kit bags to the Catalyst Machineworks warehouse in Spring, Texas.

11. Thin Air is storing the remaining 378 wheeled drone kit bag at their facility in Colorado pending final payment on the Contract.

12. As of November 18, 2024, the balance due on the Contract, including a 1.5% late fee per month on past due amounts, is \$365,049.42.

13. Thin Air has sent multiple demands to Cyberlux for payment of the balance due without any response from Cyberlux.

14. Cyberlux is in breach of the Contract for failure to pay the balance due on the Contract.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

15. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as if fully restated herein.

16. Pursuant to the Contract, Thin Air agreed to produce, assemble and ship to Catalyst Machineworks 2,100 wheeled drone kit bags.

17. Cyberlux agreed to pay Thin Air the sum of \$887,900.00 for the contracted items.

18. Thin Air has performed all its obligations pursuant to the terms of the Contract.

19. There is a balance of \$365,049.42 due to Thin Air remaining on the Contract.

20. Cyberlux has refused to pay the balance due.

21. Thin Air has shipped 1,722 of the wheeled drone kit bags to the Catalyst Machineworks warehouse in Spring, Texas and will ship the remaining 378 bags that are complete and stored at Thin Air's facility in Colorado Springs upon receipt of the final payment from Cyberlux.

22. Cyberlux has breached the Contract by failing to pay the remaining balance owed on the Contract.

23. As a direct and proximate result the breach of the Contract, Thin Air has been damaged and Cyberlux is liable to Thin Air for that damage.

SECOND CLAIM FOR RELIEF
(Unjust Enrichment)

24. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as if fully restated herein.

25. Thin Air produced all 2,100 wheeled drone kit bags according to the prototype approved by Catalyst Machineworks with the expectation of being paid pursuant to the Contract.

26. Cyberlux has received a benefit from Thin Air and that benefit has been to Thin Air's detriment.

27. Cyberlux has been unjustly enriched at Thin Air's expense and is liable to pay Thin Air for such unjust enrichment.

THIRD CLAIM FOR RELIEF
(Civil Theft)

28. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as if fully restated herein.

29. Cyberlux has permanently deprived Thin Air of monies due and owing pursuant to the Contract.

30. By refusing to pay the monies owed to Thin Air, Cyberlux has committed civil theft as defined in C.R.S. § 18-4-401(1) which states:

Theft. A person commits theft when he or she knowingly obtains, retains, or exercises control over anything of value of another without authorization or by threat or deception . . . and:

(a) Intends to deprive the other person permanently of the use or benefit of the thing of value.

31. As a result of the civil theft committed by Cyberlux, Thin Air is entitled to reimbursement of the deficit amount plus three times that amount, attorney fees and costs pursuant to C.R.S. § 18-4-405 which states:

Rights in stolen property. All property obtained by theft, robbery, or burglary shall be restored to the owner, and no sale, whether in good faith on the part of the purchaser or not, shall divest the owner of his rights to such property. The owner may maintain an action not only against the taker thereof but also against any person in whose possession he finds the property. In any such action, the owner may recover two hundred dollars or three times the amount of the actual damages sustained by him, whichever is greater, and may also recover costs of the action and reasonable attorney fees . . .

WHEREFORE, Plaintiff requests that judgment against Defendant be entered as follows:

- a. Damages resulting from Defendants' breach including the \$365,049.42 outstanding balance due on the Contract and interest from December 2024 to present;
- b. Treble damages pursuant to C.R.S. § 18-4-405;
- c. Reasonable attorney fees as required by C.R.S. § 18-4-405;
- d. Costs of litigation;
- e. Pre-judgment and post-judgment interest at the applicable rates; and
- f. Such other and further relief as the Court deems just and proper.

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JURY DEMAND

Plaintiff demands a jury trial on all issues so triable.

DATED this 12th day of March, 2025

Respectfully submitted,

KANE LAW FIRM, PC

s/ Mark H. Kane

Mark H. Kane
911 S. 8th Street, Suite 100
Colorado Springs, CO 80905
Telephone: 719-471-1650
Facsimile: 719-955-8895
E-mail: mark@kanelawpc.com
Attorney for Plaintiff Thin Air Gear, LLC

Address of Plaintiff:

Thin Air Gear, LLC
4196 Center Park Drive
Colorado Springs, CO 80916

EXHIBIT 4

Case No. 1:25-cv-00805-GPG-MDB Document 27 filed 08/29/25 USDC Colorado
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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 25-cv-00805-GPG-MDB

THIN AIR GEAR, LLC,

Plaintiff,

v.

CYBERLUX CORPORATION d/b/a CATALYST MACHINeworks, LLC,

Defendant.

FINAL JUDGMENT

In accordance with the orders filed during the pendency of this case, and pursuant to Federal Rule of Civil Procedure 58(a), the following Final Judgment is hereby entered.

Pursuant to the [D. 26] Order entered by Judge Gordon P. Gallagher on August 29, 2025, it is

ORDERED that the Recommendation of the United States Magistrate Judge Maritza Dominquez Braswell [D. 25] is AFFIRMED and ADOPTED as an Order of the Court. It is

FURTHER ORDERED that Plaintiff's Motion for Entry of Default Judgment [D. 18] is GRANTED. It is

FURTHER ORDERED that the parties proposed Order Granting Stipulation for Final Judgment [D. 21] is DENIED AS MOOT. It is

FURTHER ORDERED that Plaintiff is awarded \$1,224,275.14 in damages. It is

FURTHER ORDERED that judgment is entered in favor of Plaintiff and against Defendant.

This case is closed.

Case No. 1:25-cv-00805-GPG-MDB Document 27 filed 08/29/25 USDC Colorado
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Dated at Grand Junction, Colorado this 29th day of August 2025.

FOR THE COURT:
JEFFREY P. COLWELL, CLERK

By: s/D. Clement
Deputy Clerk

EXHIBIT 5

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 25-cv-00805-GPG-MDB

THIN AIR GEAR, LLC,

Plaintiff.

v.

CYBERLUX CORPORATION d/b/a CATALYST MACHINeworks, LLC,

Defendant.

FINAL JUDGMENT

In accordance with the orders filed during the pendency of this case, and pursuant to Federal Rule of Civil Procedure 58(a), the following Final Judgment is hereby entered.

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This case is closed.

Case No. 1:25-cv-00805-GPG-MDB Document 27 filed 08/29/25 USDC Colorado
pg 2 of 2

Dated at Grand Junction, Colorado this 29th day of August 2025.

I, the undersigned, Clerk of the United States District Court for the District of Colorado, do certify that the foregoing is a true copy of an original document as submitted on file and records of said court.

Witness my hand and seal of said Court this 19th day of December 2025

JEFFREY P. COLWELL

By [Signature]
Deputy

FOR THE COURT:
JEFFREY P. COLWELL, CLERK

By: s/D. Clement
Deputy Clerk

EXHIBIT 6

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SECOND AMENDED AND RESTATED GOVERNMENT PURCHASE ORDER FINANCING AGREEMENT

This Second Amended and Restated Government Purchase Order Financing Agreement (“**Agreement**”) is made effective as of March 27, 2024 by and between Legalist SPV III, LP (“**Lender**”) and Cyberlux Corporation and Datron World Communications, Inc. (each and together, “**Borrower**”).

Lender hereby agrees to provide Borrower the services specified in this Agreement and establishes for a period extending one year from the date hereof (the “**Facility Maturity Date**”) a revolving line of credit for Borrower in the aggregate maximum principal amount of \$7,000,000 (the “**Credit Limit**”).

ACCOUNTS MANAGEMENT

1. Borrower shall, before execution of any agreement with a government-related customer (including any prime contractor to such a customer) (each, a “**Government Account Debtor**”) in connection with which Borrower desires Lender to provide financing under this Agreement, provide to Lender the Government Account Debtor’s contact information, material evidencing any contract with the Government Account Debtor, and other information that may be requested. Lender may conduct due diligence of such Government Account Debtor. Lender may establish or modify a maximum credit limit for any Government Account Debtor, without waiving its right at any subsequent time to terminate or modify any prior acceptance.

2. Borrower shall provide to Lender by or before fifteen (15) days after the last business day of each month:

- a. Details of all obligations (including, but not limited to, invoices, aging reports, and related information) of Government Account Debtors;
- b. Details of all accounts payable obligations of Borrower relating thereto;
- c. A completed Borrowing Base Certificate in the form attached as Exhibit A;
- d. If applicable, a completed Request for Disbursement in the form attached as Exhibit B; and
- e. Such other information as Lender may reasonably request (collectively, an “**Information Request**”).

3. Borrower warrants and guarantees, by submission of an Advance Request, that:

- a. The services described therein were (or, as applicable, shall be) in fact rendered and that the Eligible Purchase Orders (defined below) evidenced thereby are and will continue to be genuine, bona fide, and collectable and without right of offset, counterclaim, or right of return or cancellation; and
- b. If it is notified of any dispute, or of any right of offset, counterclaim, or right of return or cancellation against any Government Account Debtor’s obligation to Borrower, it will immediately notify Lender in writing.
- c. In addition to Borrower’s obligation to provide a monthly Information Request to Lender, Borrower hereby agrees that it shall also furnish Lender with full financial statements (expressly including proof of payment and/or compliance with all federal, state and/or

local tax requirements not later than the forty fifth (45th) day after the end of each calendar quarter) that Borrower keeps in the ordinary course of business in accordance with generally accepted accounting principles consistently applied, and Borrower shall certify that all information contained therein is and shall be true and correct (“**Quarterly Reporting Obligation**”). In addition to any Quarterly Reporting Obligation, Borrower further agrees to provide Lender with a copy of the Borrower’s books and records otherwise due in connection with any Quarterly Reporting Obligation promptly upon demand at any time upon reasonable notice to Borrower.

4. By or before fifteen (15) days after the last business day of each month, Lender shall provide to Borrower a monthly report (each a “**Loan Report**”) detailing the current state of Borrower’s account with Lender based upon documentation then provided by Borrower to Lender, including balance, individual transactions, then-available loan amount under the Credit Limit, and related information. Borrower shall notify Lender within five (5) days of delivery if it disputes any part of a Loan Report. The Loan Report shall be deemed correct and binding upon Borrower and shall constitute an account stated between the parties hereto unless Lender receives Borrower’s written statement of exceptions within five (5) days after Borrower’s receipt of same.

5. Borrower agrees that all invoices to Government Account Debtors shall designate Borrower as the sole named payee together with the following wiring instructions (as Borrower may update from time to time):

Bank: Silicon Valley Bank
Account Name: Legalist SPV III, LP
Account No: [REDACTED]
ABA No: [REDACTED]

Borrower further agrees that all payments made hereunder shall be made pursuant to the foregoing wire instructions only. Lender is unable to accept payment by check.

6. If any payment on an Eligible Purchase Order is received by Borrower, it shall:

- a. Hold such payment irrevocably in trust for Lender, separate and apart from Borrower’s own funds;
- b. Deliver such payment within one (1) business day to Lender pursuant to the wire instructions contained in Section 5 hereinabove; and
- c. Immediately notify the payee in writing to send future payments to Lender pursuant to such wire instructions.

7. Borrower shall designate Lender as a point of contact with all Government Account Debtors and execute all authorizations or other documents requested to establish and maintain Lender’s authority to accept, endorse, and deposit all Government Account Debtor remittances to its own bank account. Borrower hereby appoints Lender its agent for the purpose of executing all such authorizations and other documents.

ADVANCES; COMPENSATION TO LENDER

8. Upon Lender’s receipt of a request for disbursement, by and through the submission of the Request for Disbursement form attached as Exhibit B, current accounts receivable aging, current

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accounts payable aging, and any applicable related contracts and/or purchase orders not previously provided to Lender (collectively, an “Advance Request”) and the completion of Lender’s due diligence relating thereto, and the receipt by Lender of a satisfactory counterparty acknowledgement of an executed Instrument of Assignment in the form attached as Exhibit C, Lender shall promptly disburse the requested amount to Borrower, subject to the terms hereof.

LENDER SHALL NOT PROCESS MORE THAN ONE ADVANCE REQUEST PER CALENDAR WEEK.

9. Borrower agrees, in consideration for funds loaned to it by Lender under this Agreement, to pay to Lender the following amounts (pursuant to the wire instructions in Section 5) to be charged thereon:

- 9.1 Subject to the Credit Limit, the total amount of funding available to Borrower hereunder shall be 50% of the face value of each eligible purchase order, task order, delivery order, or statement of work related to existing government contracts that (x) has not been disqualified by Lender for credit or other reasons and (y) is not disputed by the Government Account Debtor (collectively, the “Eligible Purchase Orders”); less amounts outstanding hereunder.
- 9.2 Interest on outstanding principal balances shall accrue daily at the U.S. prime rate in effect from time to time (divided by 365) plus 0.0164%, with interest accrued in a given calendar month due and payable in arrears on the earlier to occur of the Facility Maturity Date or the last business day of the following month (the earlier of such date, the “Advance Maturity Date”).
- 9.3 Omitted.
- 9.4 A commitment fee equal to 1.00% of the Credit Limit shall be deemed fully earned by Lender on the date hereof and due and payable in 12 equal monthly installments beginning upon the first Advance Maturity Date.
- 9.5 When advanced amounts outstanding hereunder (a) total between 50% and 75% of the Credit Limit, the annualized interest rate in Section 9.2 shall be reduced by 50 basis points and (b) total at least 75% of the Credit Limit, the annualized interest rate in Section 9.2 shall be reduced by 75 basis points.
- 9.6 Subject to Section 9.9, Borrower’s aggregate obligations hereunder shall not exceed, without Lender’s prior written approval, the Credit Limit. If such obligations either exceed the Credit Limit or individual advances exceed the percentages in Section 9.1, Lender shall have no obligation to further fund until Borrower pays the amount of excess, which Borrower hereby agrees to pay upon demand.
- 9.7 All amounts described in this Section 9 (together with all other amounts owing hereunder) not due on an Advance Maturity Date shall be due and payable upon the Facility Maturity Date.
- 9.8 Collections received by Lender in excess of amounts then owed by Borrower will be remitted to Borrower in due course pursuant to the following wire instructions:

Huntington Bank

Bank:
Account Name: Cyberlux Corporation
Account No: [REDACTED]
ABA No: [REDACTED]

9.9 Borrower acknowledges that Events of Default have occurred and are continuing under Section 21 hereunder, including those described in the Notices of Default delivered to Borrower on November 4, 2024 and March 31, 2025 (collectively, the “Existing Defaults”). Subject to the terms of this Section 9.9, Lender agrees to temporarily forbear from exercising its rights and remedies solely with respect to the Existing Defaults.

As used herein, the “Forbearance Period” means the period commencing on the Second Amendment Date and ending on the earlier of (a) the date that is 90 days thereafter, or (b) the occurrence of any Event of Default (other than the Existing Defaults), unless extended in writing by Lender in its sole discretion

During the Forbearance Period:

- (a) Borrower reaffirms its acknowledgment of the Existing Defaults and agrees that, pursuant to Section 22, default interest shall continue to accrue at a rate of 4.75% per Event of Default, for a combined rate of 9.5% per annum, compounded and capitalized monthly;
- (b) Borrower shall pay a forbearance fee equal to 1.00% of the Temporary Increase (as defined below), deemed fully earned as of the Second Amendment Date and capitalized into the principal balance. Such fee shall be paid in three equal monthly installments commencing on the first Advance Maturity Date following the Second Amendment Date;
- (c) The Credit Limit shall be temporarily increased by \$5,300,000 (the “Temporary Increase”), resulting in a temporary aggregate Credit Limit of \$12,300,000. Borrower may submit an Advance Request under the Temporary Increase solely following (i) Lender’s prior written approval, in its sole and absolute discretion, of a written statement detailing the intended use of proceeds, in form and substance satisfactory to Lender, and (ii) Borrower’s delivery of a form of HII Mission Technologies Corp. (“HII”) Creditor Certification Form acceptable to Lender, in its sole and absolute discretion. For the avoidance of doubt, no Advance Request shall be funded unless and until HII has agreed to the form of Creditor Certification Form that provides for all amounts payable by HII to be remitted directly to Lender. Notwithstanding anything to the contrary herein, Lender may decline to fund any Advance Request under the Temporary Increase in its sole and absolute discretion, provided that such discretion shall not be exercised unreasonably. Upon expiration of the Forbearance Period, the Credit Limit shall revert to \$7,000,000 and all outstanding obligations shall be immediately due and payable;
- (d) Borrower shall deliver to Lender (i) weekly 13-week rolling cash flow forecasts and variance reports, each in form and substance reasonably satisfactory to Lender,

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and (ii) such other information as Lender may reasonably request;

(e) Solely to implement this Section 9.9 and without waiving any Event of Default, the Facility Maturity Date shall be deemed extended through the end of the Forbearance Period, unless otherwise agreed by Lender in writing.

(f) Nothing in this Section 9.9 shall constitute a waiver of any Event of Default or limit any right or remedy of Lender. This forbearance is limited to the terms set forth herein and may be terminated by Lender upon written notice following any breach of this Section 9.9 or any other provision of this Agreement. Lender reserves the right to assess additional default interest in accordance with Section 22 for any other Event of Default.

COLLATERAL

10. Borrower hereby grants to Lender a continuing lien on and security interest in all assets of Borrower, including its now existing and hereafter arising rights and interests in the following, wherever located: all goods, accounts, accounts receivable, equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets; and all Borrower's books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing (collectively, the "Collateral").

Borrower authorizes Lender, at its discretion, to file or record a financing statement (UCC-1) or any other document necessary or desirable to perfect, maintain, or protect Lender's security interest in the Collateral. Borrower agrees to execute and deliver any such documents as may be required by the Lender to facilitate such filing.

11. Borrower shall not encumber any Collateral except for the grant description in Section 10. To the extent that a security interest(s) of a third party predates this Agreement and involves the Collateral described in Section 10, as a condition to funding described in Section 9, Borrower shall obtain and provide Lender with a subordination agreement with respect to the Collateral in form and substance acceptable to Lender in its sole discretion upon its request, except that Borrower shall not be required to obtain any subordination agreement from, or with respect to the alleged liens and/or security interests asserted by, Atlantic Wave Holdings, LLC and/or Secure Community, LLC and/or Strikepoint Consulting LLC (collectively, the "Atlantic Wave Parties"), which asserted liens and/or security interests (the "Atlantic Wave Liens") are described in, and disputed in whole and/or in part by Borrower in, among other things, (a) that certain civil proceeding commenced by the Atlantic Wave Parties against Borrower and Mark D. Schmidt, removed to the United States District Court for the Southern District of California on or about

January 30, 2024 and there bearing case no. 3:24-cv-00196-RBM-VET, and (b) that certain civil proceeding commenced by the Atlantic Wave Parties against Borrower and Mark D. Schmidt, removed to the United States District Court for the Southern District of California on or about March 11, 2024 and there bearing case no. 3:24-cv-00482-RBM-VET (collectively, the "Atlantic Wave Litigation").

12. Lender shall have the continuing and exclusive right to reapply or reverse and reapply any payment by or on behalf of Borrower to any portion of Borrower's obligations hereunder if a payment or proceeds thereof, or any part thereof, is subsequently invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid (including to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause). In such event, to the extent of such amount received, the obligations hereunder shall be revived and continue in full force and effect, as if such payment or proceeds had not been received.

13. Omitted.

14. Borrower agrees that its grant of a security interest shall be resurrected and acknowledges Lender's right to file any financing statement or similar document that may be necessary or desirable if any amount is reapplied or reversed under Section 12, even if a prior financing statement has been terminated.

15. Lender may, in its sole and absolute discretion, require Government Account Debtors to pay Eligible Purchase Orders obligations directly to it or an affiliate per Section 5, including (i) notify a Government Account Debtor that its account has been assigned to Lender by Borrower and that payment thereof shall be made to the order of and directly to Lender and (ii) demanding, collecting, or enforcing payment thereof.

16. After an Event of Default, Lender shall be entitled to take the action set forth above with respect to any Collateral.

17. Borrower shall not, without Lender's prior written consent in each instance (a) grant an extension of time for payment of any Eligible Purchase Order, (b) compromise or settle any Eligible Purchase Order, or (c) grant any credit, discount, allowance, deduction, return authorization, or the like with respect to any Eligible Purchase Order. Furthermore, Borrower shall (a) use best efforts, and cooperate in good faith as requested by Lender, to ensure timely collection in full of all Collateral and (b) take all steps necessary or desirable (including in the performance of all contracts and other obligations relating to the Collateral) to maximize the value of the Collateral and ensure timely satisfaction of the Borrower's obligations hereunder.

18. Borrower warrants, represents and/or covenants (as applicable) that:

- a. The Collateral is free and clear of all liens, encumbrances, security interests, and adverse claims (other than those granted to Lender hereunder), other than the Atlantic Wave Liens;

Borrower acknowledges that it shall not obtain any additional financing that is secured by the Collateral after entering into this Agreement.

Initials: M/S

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- b. All Eligible Purchase Orders in an Advance Request are and at all times will continue to be genuine, bona fide, and collectable and without right of offset, counterclaim, or right of return or cancellation;

Borrower acknowledges that it shall not submit for funding any purchase order that may be disputed or cancelled by the Government Account Debtor.

Initials: MDS

- c. Omitted.
- d. Borrower's books and records do and shall fully and accurately reflect all of Borrower's assets and liabilities other than the Atlantic Wave Litigation (absolute and contingent) and have been and shall be kept in the ordinary course of business in accordance with generally accepted accounting principles consistently applied, and all information contained therein is and shall be true and correct;

Borrower acknowledges that its books and records shall be maintained and accurate.

Initials: MDS

- e. All taxes of any governmental or taxing authority due or payable by, or imposed or assessed against, Borrower, have and shall be paid in full before delinquency;

Borrower acknowledges that it shall timely pay all taxes.

Initials: MDS

- f. There is no action or proceeding pending by or against Borrower before any court or administrative agency or pending, threatened, or imminent governmental investigation, or other claim, complaint, or prosecution involving Borrower, other than the Atlantic Wave Litigation;

Borrower acknowledges that there are no pending actions against it (other than the Atlantic Wave Litigation)

Initials: MDS

- g. Borrower has the legal power and authority to enter into this agreement and to perform and discharge its obligations hereunder; and

Borrower acknowledges that there is nothing preventing it from entering into this Agreement.

Initials: MDS

- h. No information furnished by or on behalf of Borrower (including but not limited to facts, figures, and representations given) contains or shall contain any untrue statement of, or omit any, material fact.

Borrower acknowledges that it has not provided any false information to Lender.

Initials: MDS

The foregoing acknowledgments are not intended to be, and shall not be construed as, an exhaustive list of all potential breaches of this Agreement. For the avoidance of doubt, each

acknowledgment is in addition to, and not in lieu of, any obligations under this Section 18.

19. Each warranty and representation contained in this agreement shall be deemed reaffirmed with each Advance Request submission and each advance of funds and shall be conclusively presumed to have been relied on by Lender regardless of any investigation made, or information possessed, by Lender. The warranties, representations, agreements, and covenants herein shall be cumulative and in addition to any contained in any other document or instrument that Borrower gives, or causes to be given, to Lender, either now or hereafter.

Borrower acknowledges that it is reaffirming each warranty, representation, and/or covenant in Section 18 with each Advance Request it submits.

Initials: MDS

20. Borrower hereby irrevocably appoints Lender its true and lawful attorney in fact (which appointment is coupled with an interest and irrevocable) to exercise, at any time and from time to time in Lender's sole discretion, the following powers, until all amounts due Lender have been fully, finally, and indefeasibly paid: (i) receive, take, endorse, assign, deliver, accept, and deposit, in the name of Lender or Borrower, cash, checks, commercial paper, drafts, remittances, and other instruments and documents relating to any Eligible Purchase Orders, other Collateral, or the proceeds thereof; (ii) execute and file any financing statement or similar document that may be necessary or desirable to perfect or maintain the lien and security interest granted herein (Borrower hereby approves and ratifies any financing statement filed by Lender against Borrower prior to the date hereof); (iii) enter into agreements with Government Account Debtors, obligors, or third parties in order to enforce or collect upon any Eligible Purchase Orders or other Collateral; (iv) discharge past due taxes, assessments, charges, fees, or liens on the Collateral; (v) contact any Government Account Debtor for any reason; (vi) take or bring, in the name of Lender or Borrower, all steps, actions, suits, or proceedings necessary or desirable to (a) perform any contract or other arrangement giving rise to any Eligible Purchase Orders; and (b) otherwise collect or realize on any Eligible Purchase Orders, other Collateral, or the proceeds thereof; (vii) settle, adjust, compromise, extend, or renew any Eligible Purchase Orders or other Collateral; (viii) settle, adjust, or compromise any legal proceedings brought to collect any Eligible Purchase Orders or other Collateral; (ix) prepare, file and sign Borrower's name on a proof of claim in bankruptcy, receivership, or similar proceeding against any commercial account debtor or other obligor of Borrower; (x) prepare, file, and sign Borrower's name on any notice of lien, assignment, or satisfaction of lien or similar document in connection with any Eligible Purchase Orders; (xi) change the address for delivery of Borrower's mail to such address as Lender may designate and to receive, open, and dispose of such mail; and (xii) do all other acts and things reasonably necessary to carry out the terms of this Agreement and to preserve, protect, or enforce Lender's rights with respect to the Collateral.

Borrower ratifies and confirms all acts and deeds lawfully done by Lender pursuant to the foregoing powers of attorney. Borrower further agrees to reimburse Lender on demand for any documented payment made or any out-of-pocket expense incurred by Lender in connection with any of the foregoing; provided that, this authorization shall not relieve Borrower of any of its

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obligations under this Agreement. In no event will Lender have any liability to Borrower for lost profits or other special or consequential damages relating to the foregoing or otherwise.

TERMINATION BY LENDER

21. An "Event of Default" shall be deemed to have occurred and be continuing if:

a. Borrower makes any false, misleading, or untrue representation or warranty in connection herewith or fails to comply with any covenant or agreement herein;

Borrower acknowledges that it shall not provide any false information to Lender.

Initials: MDS

b. Borrower makes a general assignment for the benefit of its creditors other than Lender or commences or has commenced against it any proceeding under any title 11 of the United States Code or any similar law existing for the relief from creditors;

Borrower acknowledges that it shall not file any bankruptcy proceeding.

Initials: MDS

c. A receiver or trustee is appointed for Borrower, or any proceeding is instituted for the dissolution or full or partial liquidation of Borrower;

Borrower acknowledges that it shall not cause any proceeding to be filed leading to liquidation of its assets.

Initials: MDS

d. A sale or transfer is effected of Borrower in one or a series of related transactions of 50% or more of the interests of Borrower without the prior written approval of Lender;

Borrower acknowledges that it shall not sell a majority of the company without Lender's prior approval.

Initials: MDS

e. Any change occurs in Borrower's business or business structure, expressly including its ownership or financial condition or there occurs any dispute between its principals/managers/officers, any of which (in Lender's sole and absolute discretion) causes Lender to deem itself insecure;

Borrower acknowledges that it shall not change any material aspect of its business structure.

Initials: MDS

f. Any subordination agreement whereby any indebtedness of Borrower to any third party is subordinated to Borrower's obligations to Lender is amended without the prior written consent of Lender or is breached or repudiated in any manner by Borrower;

Borrower acknowledges that it shall not amend any subordination agreement without Lender's prior approval

Initials: MDS

g. Borrower retains or converts moneys properly due to Lender, including failing to repay all amounts outstanding hereunder on an Advance Maturity Date, the Facility Maturity Date, and/or when otherwise due hereunder;

Borrower acknowledges that it shall not misappropriate any funds owed to Lender.

Initials: MDS

h. Any guarantor of Borrower's obligations to Lender fails to perform or observe any obligation to Lender or notifies Lender of an intention to rescind, modify, terminate or revoke any guaranty, or any such guaranty ceases to be in full force and effect for any reason whatsoever;

Borrower acknowledges that any breach by a guarantor is a default hereunder.

Initials: MDS

i. A federal, state, or local tax lien is filed against the Borrower, its principals, or any Collateral;

Borrower acknowledges that it shall not cause any tax liens to be filed against it or its principals.

Initials: MDS

j. Borrower fails to timely furnish Lender with full financial statements as required in Section 3(c) hereinabove; or

Borrower acknowledges that it shall provide full financial statements in timely fashion.

Initials: MDS

k. Borrower defaults under any other agreement or instrument under which Borrower owes or guarantees payment or performance.

Borrower acknowledges that a default under any of its other agreements is a default hereunder.

Initials: MDS

l. Any of Borrower's contracts with any Government Account Debtor are terminated.

Borrower acknowledges that termination of any contract is grounds for default hereunder.

Initials: MDS

The foregoing acknowledgments are not intended to be, and shall not be construed as, an exhaustive list of all potential Events of Default. For the avoidance of doubt, each acknowledgment is in addition to, and not in lieu of, any Events of Default under this Section 21.

Borrower shall provide Lender immediate written notice of the occurrence of any Event of Default.

After an Event of Default, Lender may suspend or terminate Lender's obligations to make advances and/or render other services hereunder upon notice of termination to Borrower, after which all Advance Maturity Dates and the Facility Maturity Date shall be deemed to have occurred and Borrower shall be obligated, without further demand, protest, or notice of any kind, to pay

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immediately to Lender the full amount of its outstanding obligations hereunder. Upon the occurrence of an Event of Default, Lender may take all steps necessary or desirable to collect such amount, expressly including those in Section 15. After an Event of Default, Borrower, its successors or assigns, shall be chargeable with and agrees to pay all costs of collection and defense, including attorneys' fees and costs, actually incurred by Lender, all of which shall accrue interest at the rate specified in Section 22 herein below, through the date of repayment in full.

22. From the occurrence of an Event of Default until Borrower's repayment in full of its obligations hereunder, any outstanding obligation shall accrue incremental interest of 4.75% per year, which shall (in addition to the interest rate provided in Section 9.2 and any and all other amounts outstanding) compound and be capitalized monthly.

23. In the absence of conditions set forth in Section 21, Lender may terminate its obligations under this Agreement upon 120 days' prior written notice for any reason or no reason, with the full amount of Borrower's outstanding obligations hereunder becoming immediately due and payable on the effective date of termination.

24. This agreement and the security interests hereby granted shall remain in effect until such time as the full amount of Borrower's outstanding obligations hereunder have been repaid.

INSURANCE REQUIREMENTS

25. Borrower shall provide Lender with proof of employee bonding (if required by its Government Account Debtors), workers compensation, and general liability insurance. Borrower shall notify Lender of any changes in insurance and shall ensure that Lender is named on the certificate of insurance list as certificate holder.

INDEMNIFICATION

26. Borrower agrees and warrants that under no circumstances shall its employees be considered employees of Lender for any purpose or reason. Such employees shall at all times be recognized as the employees of Borrower for all purposes. Borrower shall, promptly after each pay period as required, make payments to the Internal Revenue Service for federal taxes, to the applicable state authority for state taxes, and to any other governmental agency to which any tax or similar payment obligation is due with respect to its employees' activities. Borrower shall cause Lender to be given promptly suitable evidence of all such payments.

27. Borrower warrants and covenants that all of its employees are and shall remain legally entitled to be employed in the United States and agrees to defend and hold harmless Lender, its affiliates (expressly including Legalist, Inc.), and their respective directors, officers, investors, partners, employees, and agents for any failure by Borrower to comply with relevant immigration, non-discrimination, employment, and/or employee-benefit laws.

28. Without limiting any other rights hereunder or under applicable law, and without limiting Section 27, Borrower hereby agrees to indemnify Lender, its affiliates (expressly including Legalist, Inc.), and their respective directors, officers, investors, partners, employees, and agents, forthwith upon demand, from and against any and all damages, losses, claims, liabilities, and

related fees, costs, and expenses, expressly including legal expenses awarded against or incurred by any of them arising out of or relating to the transactions hereby contemplated, in any way whatsoever. Notwithstanding the above, Borrower shall not indemnify if Lender, its affiliates (expressly including Legalist, Inc.), or their respective directors, officers, investors, partners, employees, or agents have committed gross negligent or fraudulent acts in connection with this Agreement.

NO WAIVER

29. The failure of Lender or Borrower to enforce any provision hereof, or the failure to exercise any right hereunder, shall apply only in the particular instance and shall not operate as a continuing waiver of rights. To the maximum extent permitted under applicable law, Borrower hereby irrevocably waives any and all rights and remedies now or hereafter conferred by statute or otherwise which may require Lender to (a) take any judicial proceedings in connection with any Collateral or otherwise use any Collateral in mitigation of Lender's damages, (b) proceed against any person or entity liable for any obligations as a condition to or prior to proceeding hereunder, or (c) dispose of, sell, or otherwise realize on or collect or apply any personal property securing any obligation of Borrower, as a condition to or prior to proceeding against Borrower hereunder.

NOTICE

30. All notices and other communications hereunder shall be sent by electronic mail and deemed effectively given (i) when sent, if sent during normal business hours of the recipient or (ii) if not sent during normal business hours, then on the recipient's next business day. All communications shall be sent to the parties at the respective email addresses set forth on the signature page (or as subsequently modified by written notice given in accordance with this Section).

ASSIGNMENT

31. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, and successors. Lender may assign its rights and obligations hereunder upon notice to Borrower; provided that assignments to an affiliate shall not require prior notice to be effective.

32. Any attempted assignment by Borrower of its rights or obligations under this Agreement without the prior written consent of Lender shall be null and void *ab initio* and without further effect.

SEVERABILITY OF PROVISIONS

33. Each provision hereof shall be severable from every other provision for the purposes of determining legal enforceability of any such provision.

GOVERNING LAW AND JURISDICTION

34. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law principles, and shall be deemed to have been negotiated, executed, and performed exclusively therein. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, shall be brought exclusively in the state or federal courts located in New York,

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New York. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive any objection to the venue or jurisdiction based on forum non conveniens or any other grounds.

35. The parties intend, and Borrower hereby acknowledges and agrees, that this Agreement (including any and all obligations to repay amounts advanced hereunder, whether principal, interest, fees, costs, or otherwise) constitutes an instrument for the payment of money only, within the meaning of New York Civil Practice Law and Rules (“CPLR”) 3213. If Borrower fails to make any such payment when due under this Agreement, Lender shall be entitled to move for relief under CPLR 3213, and Borrower expressly waives any defense thereunder except for proof of payment.

36. Service of any notice under this Agreement may occur by electronic mail.

AUTHORITY AND EFFECTIVENESS

37. Borrower hereby represents that it is a duly authorized and existing entity in good standing under the laws of the jurisdiction of organization set forth on the signature page. The execution, delivery, and performance hereof and the other documents hereby contemplated are, and shall remain, within Borrower’s powers, have been duly authorized, and are not in contravention of any law, rule, or regulation, or the terms of any contract, agreement or undertaking to which Borrower is a party or by which it is bound.

MISCELLANEOUS

38. Each party represents to the other parties that it (a) has read this agreement, (b) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the party’s own choice or has voluntarily declined to seek such counsel; (c) understands the terms and consequences of this Agreement; and (d) is fully aware of the legal and binding effect of this Agreement.

39. This agreement supersedes all prior or contemporaneous agreements and understandings between the parties, verbal or written, express or implied, relating to the subject matter hereof.

40. Upon 4/29/2025 (the “**Second Amendment Date**”), that certain Amended and Restated Government Purchase Order Financing Agreement dated March 27, 2024 by and between Legalist SPV III, LP and Cyberlux Corporation and Datron World Communications, Inc. shall be amended, restated, and superseded in its entirety by this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the first date written above.

LENDER:

Signed by:
LEGALIST SPV III, LP
By [Signature]
5C99FAE3F9FF46B...
Name: Brian T. Rice
Title: Authorized Signatory
Address: 58 West Portal Ave. #747
San Francisco, CA 94127
Email: receivables@legalist.com

BORROWER:

DocuSigned by:
CYBERLUX CORPORATION
By [Signature]
CB8E73498DE446...
Name: Mark D. Schmidt
Title: President and CEO
Address: 800 Park Offices Dr., Ste. 3209
Research Triangle, NC 27709
Email: mschmidt@cyberlux.com

Jurisdiction of Organization:
North Carolina

DocuSigned by:
DATRON WORLD COMMUNICATIONS, INC.
By [Signature]
CB8E73498DE446...
Name: Mark D. Schmidt
Title:
Address: 995 Joshua Way, Ste. A
Vista, CA 92081
Email: mschmidt@cyberlux.com

Jurisdiction of Organization:
California

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SECOND AMENDED AND RESTATED GUARANTY OF FINANCING AGREEMENT

This Second Amended and Restated Guaranty of Financing Agreement (the “**Guaranty**”) is made effective as of March 27, 2024, by Mark D. Schmidt (“**Guarantor**”), in favor of Legalist SPV III, LP (“**Lender**”). Guarantor and Lender are collectively referred to as “**Parties**.”

WHEREAS Lender has agreed to fund Cyberlux Corporation and Datron World Communications, Inc. (each and together, the “**Company**”) the sum of up to \$12,300,000 (the “**Investment**”) pursuant to a Second Amended and Restated Government Purchase Order Financing Agreement among the Company and Lender (as in effect from time to time, the “**Agreement**”), which is hereby incorporated by reference herein;

WHEREAS, as a condition precedent to the Investment, Lender requires Guarantor to execute and perform in accordance with this Guaranty; and

WHEREAS Guarantor desires to induce Lender to make the Investment in reliance on this Guaranty.

Guaranty

NOW, THEREFORE, in consideration of the Investment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor agrees as follows:

1. Lender has agreed to make the Investment subject to the terms and conditions stated in the Agreement.

2. Guarantor hereby guarantees full and complete payment and performance of the Agreement by the Company, including prompt payment of the full amount of Company’s Indebtedness when due thereunder.

For purposes of this Guaranty, the term “Indebtedness” means the obligation of the Company to pay all obligations to Lender thereunder on or before an Advance Maturity Date and/or the Facility Maturity Date (as defined in the Agreement).

3. This Guaranty shall continue in full force and effect until the Agreement has been fully performed and discharged. The Guarantor acknowledges that (i) there may be future advances under, or other amendments and modification to, the Agreement after the date hereof, (ii) the amount of the Indebtedness may fluctuate from time to time hereafter, and (iii) this Guaranty shall remain in force at all times hereafter with respect to all obligations under the Agreement, without the necessity of amending or modifying this Guaranty or entering into a new or separate agreement with respect thereto.

4. Guarantor agrees not to assert subrogation rights or any other rights of any kind against the Company, until the Agreement has been fully performed, and the Guarantor will take no action that may reasonably be expected to, or which does or shall, impair or limit Lender’s ability to recover thereunder.

5. In addition to the Indebtedness, the Guarantor agrees to pay all costs and expenses incurred by Lender in attempting to collect the Indebtedness and in enforcing this Guaranty.

6. This Guaranty shall inure to the benefit of Lender, its successors in interest and assigns and shall be binding upon the

heirs, executors, administrators, and successors of Guarantor; provided this Guaranty may not be assigned without prior written consent of Lender.

7. Lender may enforce this Guaranty only in the event of default under Sections 21(a) and (g) of the Agreement without being first required to proceed against the Company, any other party, or any other guarantor (if any) or to attempt to realize on any Collateral (as defined in the Agreement). The Guarantor shall not be entitled to satisfy this Guaranty by contributing ratably with any other guarantor or by otherwise paying less than the entire unpaid Indebtedness. Payment under this Guaranty shall be due immediately upon demand by Lender.

8. In the event of the death of the Guarantor, the obligation of the deceased hereunder shall continue in full force and effect against his or her estate as to any Agreement obligations that shall have been created or incurred by the Company or committed or promised to Lender in any other manner prior to the time when Lender shall have received notice in writing of such death. The executor or administrator of such estate shall be obligated and authorized to pay all Indebtedness and otherwise to satisfy the Company’s obligations under the Agreement.

9. This Guaranty is and is intended to be an absolute, unconditional and continuing guaranty which shall not be affected by any act or thing whatsoever except as herein provided, and which shall be independent of and in addition to any other guaranty, endorsement or collateral held by Lender with respect to the Agreement or Indebtedness. Guarantor specifically acknowledges and agrees that, as long as the Company owes obligations under the Agreement, this Guaranty shall remain in full force and effect. The amount guaranteed hereby shall continue to be guaranteed notwithstanding prior or subsequent reduction of the Indebtedness by persons or from sources other than the Guarantor, so long as obligations remain under the Agreement.

10. To secure Guarantor’s obligations hereunder, Guarantor hereby pledges, assigns, and grants to Lender a security interest in and to any and all right, title, or interest of Guarantor, now existing or hereafter acquired, in all Accounts, Chattel Paper, Goods (including Inventory and Equipment), Instruments, Investment Property, Documents, and General Intangibles, and all Proceeds thereof. Capitalized terms used but not defined in this Section 10 have the meanings given to them in the Uniform Commercial Code.

11. Upon the occurrence of a default under the Agreement or hereunder, Lender may, at its option, call on this Guaranty, and, if it is not satisfied in full within three days of notice, Lender may proceed at any time thereafter to take any action permitted under the Uniform Commercial Code or other applicable law.

12. Notice to Guarantor should be sent to the email address set forth opposite Guarantor’s signature below.

13. This Guaranty shall be governed by the laws of the state of Delaware, without regard to any conflict of laws principles.

14. After an Event of Default, Guarantor, its successors or assigns, shall be chargeable with and agrees to pay all costs of collection and defense, including attorneys’ fees and costs,

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actually incurred by Lender, all of which shall accrue interest at the rate specified in Section 22 of the Agreement, through the date of repayment in full.

15. This Guaranty may be transferred by Lender to any person or party in its sole discretion.

16. Any dispute, claim or controversy arising out of or relating to this Guaranty or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York, pursuant to the dispute-resolution provisions of Agreement.

17. This Guaranty may be modified or amended if agreed to in writing by all Parties. This Guaranty represents the entire understanding of the Parties with respect to the subject matter hereof. There is no other prior or contemporaneous agreement, either written or oral, between the Parties with respect to this

subject. This Guaranty shall supersede any and all previous agreements.

18. The Parties intend that this Guaranty be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of this Guaranty, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Guaranty and the application of that provision to other persons, circumstances, or extent will not be impaired.

19. Upon 4/29/2025 (the "Second Amendment Date"), that certain Amended and Restated Guaranty of Financing Agreement dated March 27, 2024 by and between Legalist SPV III, LP and Mark D. Schmidt shall be amended, restated, and superseded in its entirety by this Agreement.

GUARANTOR:

DocuSigned by:
MARK D. SCHMIDT
Mark D. Schmidt
CB9EE73498DE446...
Address: 12 W Madison
Pittsboro, NC 27312
Email: mschmidt@cyberlux.com

Jurisdiction of Residence:
North Carolina

Docusign Envelope ID: A39AB0EF-BE15-4B0B-8FEF-542FC1B5F558

Exhibit A
Borrowing Base Certificate

Borrower: Cyberlux Corporation and Datron World Communications, Inc.

Month Ending: _____

1. Credit Limit: \$ _____

2. Previous Balance (Balance from your last monthly loan report): \$ _____

3. Collections (Any collections from last monthly loan report): \$ _____

a. Current Funded Contracts/PO (Advance Rate: 50%)

i. Contract/PO: _____

1. Total Amount of Contract/PO: \$ _____

2. Outstanding on Contract/PO: \$ _____

3. Remaining Availability: \$ _____

(Line 3(a)(i)(1) - Line 3(a)(i)(2) x Advance Rate)

4. New Request: \$ _____

5. Collections: \$ _____

ii. Contract/PO: _____

1. Outstanding on Contract/PO: \$ _____

2. Remaining Availability: \$ _____

3. New Request: \$ _____

4. Collections: \$ _____

iii. Contract/PO: _____

1. Outstanding on Contract/PO: \$ _____

2. Remaining Availability: \$ _____

3. New Request: \$ _____

4. Collections: \$ _____

b. New Contracts/PO

i. Contract/PO: _____

1. Total Amount of Contracts: \$ _____

2. Availability: \$ _____

(Line 3(b)(i)(1) x Advance Rate)

3. Requested Distribution: \$ _____

ii. Contract/PO: _____

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- 1. Total Amount of Contracts: \$ _____
- 2. Availability: \$ _____
- 3. Requested Distribution: \$ _____
- iii. Contract/PO: _____
- 1. Total Amount of Contracts: \$ _____
- 2. Availability: \$ _____
- 3. Requested Distribution: \$ _____
- 4. Total Contracts/PO Available for Funding: \$ _____
(Sum of "Remaining Availability" + "Availability" Lines in Section 3)
- 5. Current Request for Distribution (if applicable): \$ _____
- 6. New Line Balance (Line 2 – Line 3 + Line 5): \$ _____
- 7. Remaining Availability Based on Credit Limit (Line 1 – Line 6): \$ _____
- 8. Remaining Availability Based on Contracts/PO (Line 4 – Line 5): \$ _____

Borrower certifies that this Borrowing Base Certificate, submitted pursuant to its Amended and Restated Government Purchase Order Financing Agreement (the "Agreement") with Legalist SPV III, LP (the "Lender"), is true and correct as of the first date written above.

Borrower further certifies that (a) neither Lender nor it has defaulted on any of their respective obligations in the Agreement, and no other event has occurred or circumstance exists that would permit it or Lender to terminate the Agreement, both as of the date hereof and (b) all representations and warranties by it in the Agreement are true and correct as of the date hereof.

Nothing herein shall supersede or change the Agreement, and both the Agreement and this Borrowing Base Certificate shall be interpreted together as one document.

BORROWER:

CYBERLUX CORPORATION

By _____
Name: Mark D. Schmidt
Title: President and CEO
Address: 800 Park Offices Dr., Ste. 3209
Research Triangle, NC 27709
Email: mschmidt@cyberlux.com

DATRON WORLD COMMUNICATIONS, INC.

By _____
Name: Mark D. Schmidt
Title:
Address: 995 Joshua Way, Ste. A
Vista, CA 92081

Docusign Envelope ID: A39AB0EF-BE15-4B0B-8FEF-542FC1B5F558

Exhibit B
Request for Disbursement

[Date]

To: Legalist SPV III, LP

Reference is made to the Government Purchase Order Financing Agreement (the “**Agreement**”), dated as of March 27, 2024, between Cyberlux Corporation and Datron World Communications, Inc., as Borrower, and Legalist SPV III, LP, as Lender. Capitalized terms used but not defined herein have the meanings assigned to them in the Agreement. The undersigned hereby confirms that:

1. This document is a Request for Disbursement as described in the Agreement.
2. The undersigned requests disbursement of _____, plus any applicable per diem (the “**Advance**”), which shall be due and payable (together with all interest thereon and other costs thereof) no later than the Advance Maturity Date.
3. Please pay the Advance to the following account:

Account Name: _____
 Bank: _____
 ABA (for wires): _____
 Account No.: _____
 Callback No (Telephone): _____

4. The undersigned certifies that (a) neither Lender nor it has defaulted on any of their respective obligations in the Agreement, and no other event has occurred or circumstance exists that would permit it or Lender to terminate the Agreement, both as of the date hereof and (b) all representations and warranties by it in the Agreement are true and correct as of the date hereof.
5. Nothing herein shall supersede or change the Agreement, and both the Agreement and this Request for Disbursement shall be interpreted together as one document.

BORROWER:

CYBERLUX CORPORATION

By _____
 Name: Mark D. Schmidt
 Title: President and CEO
 Address: 800 Park Offices Dr., Ste. 3209
 Research Triangle, NC 27709
 Email: mschmidt@cyberlux.com

DATRON WORLD COMMUNICATIONS, INC.

By _____
 Title:
 Name: Mark D. Schmidt
 Address: 995 Joshua Way, Ste. A
 Vista, CA 92081

DocuSign Envelope ID: A39AB0EF-BE15-4B0B-8FEF-542FC1B5F558

Exhibit C
Instrument of Assignment

Reference is made to that certain Government Purchase Order Financing Agreement (the “**Agreement**”), dated as of March 27, 2024, between Cyberlux Corporation and Datron World Communications, Inc., as assignor (“**Assignor**”), and Legalist SPV III, LP as assignee (“**Assignee**”). Capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

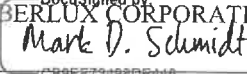
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:


1. Assignor hereby collaterally assigns to Assignee all right and title to, and interest in, any account(s) indicated in the enclosed Notice of Assignment, all rights to payment therefrom, and all proceeds thereof (all as set forth in greater detail in the Agreement).
2. The parties confirm that this instrument is intended to function as an “*instrument of assignment*” within the meaning of 48 CFR § 32.805.
3. The assignment (a) covers all unpaid amounts; (b) is made only to Assignee; and (c) is not subject to further assignment.
4. Assignor hereby ratifies its irrevocable appointment of Assignee as its agent and true and lawful attorney in fact for purposes hereof, including submitting evidence of this assignment to Assignor’s contract counterparties.
5. Nothing herein shall supersede or change the Agreement, and both the Agreement and this instrument shall be interpreted together as one document.

ASSIGNEE:

Signed by:
 LEGALIST SPV III, LP
 By 
5698FAE9F8FF46B...
 Name: Brian T. Rice
 Title: Authorized Signatory
 Address: 58 West Portal Ave. #747
 San Francisco, CA 94127
 Email: receivables@legalist.com

ASSIGNOR:

DocuSigned by:
 CYBERLUX CORPORATION
 By  *
CB9E73498DE446...
 Name: Mark D. Schmidt
 Title: President and CEO
 Address: 800 Park Offices Dr., Ste. 3209
 Research Triangle, NC 27709
 Email: mschmidt@cyberlux.com

DocuSigned by:
 DATRON WORLD COMMUNICATIONS, INC.
 By  *
CB9EE73498DE446...
 Name: Mark D. Schmidt
 Title:
 Address: 995 Joshua Way, Ste. A
 Vista, CA 92081
 Email: mschmidt@cyberlux.com

*Authorized representative and corporate secretary

Docusign Envelope ID: A39AB0EF-BE15-4B0B-8FEF-542FC1B5F558

Schedule 1
Eligible Purchase Orders

[Attach contract(s) and/or invoice(s).]

EXHIBIT 7

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

HII MISSION TECHNOLOGIES CORP.,

Interpleader Plaintiff,

v.

CYBERLUX CORPORATION, *et al.*,

Interpleader Defendants/Claimants.

Civil Action No. 3:25-cv-483-JAG

**LEGALIST SPV III, LP'S RESPONSE TO JOINT DISCOVERY PLAN
INTERROGATORY AND REQUESTS FOR PRODUCTION**

Interpleader Defendant/Claimant Legalist SPV III, LP ("Legalist"), provides the following response to the pre-settlement interrogatory and requests for production providing in the Joint Discovery Plan (ECF No. 149).

Interrogatory

Explain the nature of your claim to any of the proceeds that are the subject of this interpleader, including an explanation of: (a) the amount of the proceeds that you claim; (b) the legal basis for your right to the proceeds; (c) how the amount you claim became a liquidated amount or, if not liquidated, state so; (d) whether you claim a security interest in, lien on, or assignment of all or any portion of the proceeds and, if so, provide your claimed priority date and explain the basis for your security interest, lien, or assignment; (e) whether you claim a right to interest and, if so, the amount and basis for continuing accrual thereof, if any; (f) whether you claim a right to attorneys' fees and, if so, the basis therefore and the amount you will claim; and (g) for any creditor claiming a secured interest, identify the date(s) on which advances were made to Cyberlux or on its behalf for which any secured interest is claimed.

Response:

(a) **the amount of the proceeds that you claim**

Legalist claims \$13,204,742.88, comprising of:

- \$10,033,639.75 principal
- \$2,653,970.84 unpaid interest
- \$112,500.00 commitment fee

- \$53,000.00 forbearance fee
- \$312,959.79 paid legal fees and costs
- \$38,672.50 unpaid legal fees and costs

(b) the legal basis for your right to the proceeds

On March 27, 2024, Legalist entered into a Second Amended and Restated Government Purchase Order Financing Agreement (“Financing Agreement”) with Cyberlux, whereby Legalist provided a revolving line of credit in the amount of \$7,000,000.00 secured by certain collateral, including accounts receivable. Legalist has advanced \$6,950,000 of the principal amount identified above pursuant to the Financing Agreement. Legalist also advanced \$3,083,639.75 pursuant to the financing agreement at Cyberlux’s request in June 2025. The Financing Agreement also provides for Legalist’s right to interest (paragraphs 9.1, 9.2, and 9.9(a)), commitment fees (paragraph 9.4), forbearance fees (paragraph 9.9(b)), and attorney fees and costs (paragraph 29). Pursuant to the Financing Agreement, on April 1, 2024, Legalist filed certain financing statements under the Uniform Commercial Code (“UCC Statements”) in Nevada and North Carolina identifying and perfecting its lien on Cyberlux’s assets, including its accounts receivable.

(c) how the amount you claim became a liquidated amount or, if not liquidated, state so

The full amount claimed is liquidated based on specific sums loaned to or advanced on behalf of Cyberlux pursuant to the Financing Agreement, plus accrued unpaid interest, fees, and attorneys’ fees and costs.

(d) whether you claim a security interest in, lien on, or assignment of all or any portion of the proceeds and, if so, provide your claimed priority date and explain the basis for your security interest, lien, or assignment

Legalist has a perfected security interest in Cyberlux’s assets and accounts receivable, including all of the subject proceeds. Legalist’s secured interest was created on March 27, 2024,

by the Financing Agreement and perfected on April 1, 2024, when Legalist filed UCC Statements where Cyberlux is incorporated, Nevada, and where Cyberlux is headquartered, North Carolina. Va. Code Ann. §§ 8.9A-310, 8.9A-307(b); *see also* Nev. Rev. Stat. Ann. §§ 104.9310, 104.9307; N.C. Gen. Stat. §§ 25-9-310, 25-9-307.

(e) whether you claim a right to interest and, if so, the amount and basis for continuing accrual thereof, if any

Legalist claims interest on the full principle, pursuant to paragraphs 9.1, 9.2, and 9.9(a) of the Financing Agreement.

(f) whether you claim a right to attorneys' fees and, if so, the basis therefore and the amount you will claim

Legalist claims a right to attorney fees and costs, pursuant to paragraph 28 of the Financing Agreement. For the purposes of the upcoming settlement conference Legalist claims legal fees and costs of \$351,632.29, although this amount will increase if this litigation continues beyond the settlement conference.

(g) for any creditor claiming a secured interest, identify the date(s) on which advances were made to Cyberlux or on its behalf for which any secured interest is claimed

All advances Legalist has made to Cyberlux are secured by the UCC Statements with a priority date of April 1, 2024, when the UCC Statements were filed. Legalist made advances under the Financing Agreement on the following dates:

- 4/9/2024: \$1,800,000.00
- 4/19/2024: \$500,000.00
- 5/2/2024: \$500,000.00
- 6/26/2024: \$142,000.00
- 7/5/2024: \$53,000.00
- 7/16/2024: \$2,500,000.00
- 8/2/2024: \$650,000.00
- 8/27/2024: \$535,000.00

- 10/3/2024: \$150,000.00
- 10/3/2024: \$120,000.00
- 6/3/2025: \$2,755,100.10
- 6/9/2025: \$345,000.00¹

Requests for Production

1. Documents supporting or otherwise concerning your answer to the above interrogatory.

Response:

See the documents produced at Bates Nos. LEGALIST_000001–20.

2. All documents on which you rely to assert any security interest in, lien on, or assignment of the proceeds that are the subject of this interpleader.

Response:

See the documents produced at Bates Nos. LEGALIST_000001–20.

Date: March 9, 2026

LEGALIST SPV III, LP

By: 

Timothy G. Moore (VSB No. 41730)
tmoore@spottsfain.com
John M. Erbach (VSB No. 76695)
jerbach@spottsfain.com
Christopher W. Bascom (VSB No. 87302)
cbascom@spottsfain.com
Spotts Fain, P.C.
411 E. Franklin Street, Suite 600
Richmond, VA 23219
(804) 697-2065
(804) 697-2165 Fax

Jeff. P Prostok (*admitted pro hac vice*)

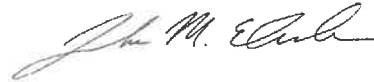
¹ The final two entries covered the \$3,083,639.75 protective advance Legalist made on behalf of Cyberlux. Legalist initially advanced \$3,100,100.10, and the \$16,460.35 difference was applied to its legal fees.

Jeff.Prostok@vhh.law
Austin N. Priddy (*admitted pro hac vice*)
austin.priddy@vhh.law
Vartabedian Hester & Haynes LLP
301 Commerce Street, Suite 2200
Fort Worth, Texas 76102
Tel. (817) 214-4990
Fax (817) 214-4988

**ATTORNEYS FOR LEGALIST SPV III,
L.P.**

CERTIFICATE OF SERVICE

I hereby certify that on March 9, 2026 a copy of Legalist SPV III, L.P.'s response to the pre-settlement interrogatory providing in the Joint Discovery Plan was served by email on all counsel of record in this case.



Timothy G. Moore (VSB No. 41730)

tmoore@spottsfain.com

John M. Erbach (VSB No. 76695)

jerbach@spottsfain.com

Christopher W. Bascom (VSB No. 87302)

cbascom@spottsfain.com

Spotts Fain, P.C.

411 E. Franklin Street, Suite 600

Richmond, VA 23219

(804) 697-2065

(804) 697-2165 Fax

EXHIBIT 8

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

HII MISSION TECHNOLOGIES CORP.,

Interpleader Plaintiff,

v.

Case Number: 3:25cv483

ATLANTIC WAVE HOLDINGS, LLC, et al.,

Interpleader Defendants/Claimants.

RESPONSE TO INTERROGATORY NUMBER 6

Comes now your Interpleader Defendants, Atlantic Wave Holdings, LLC and Secure Community, LLC, (jointly as “AWH”) and in Response to Interpleader Defendant Cyberlux Corporation’s (“CYBL”) Interrogatory number 6 under the Joint Discovery Plan, hereby answers as follows:

Interrogatory:

6(a). Explain the nature of your claim to any of the proceeds that are the subject of this interpleader, including an explanation of (a) the amount of the proceeds that you claim;

1. AWH is a Virginia limited liability company AWH is the sole owner of your Co Interpleader Defendant, Secure Community, LLC (“SC”). Accordingly, while each a party, AWH and SC have the same claims and are not independent of one another seeking a double recovery.

2. AWH and SC initiated a claim against CYBL and Mark Schmidt, individually, in the Richmond Circuit Court as CL22-3882 based CYBL’s breach of an acquisition agreement, requiring CYBL to 1) pay AWH certain monetary sums and 2) to provide “Marketable Trading” CYBL stock.

3. Following extended litigation, the parties entered into a settlement agreement (“the Settlement Agreement”) dated June 15, 2023, in which CYBL and Schmidt agreed *inter alia* to make a series of payments to AWH and SC and, notably, to bring the CYBL stock marketable by a certain date. The Settlement Agreement is produced as Exhibit A.

4. The Settlement Agreement contemplated payment under the terms and profitability of stock based on the anticipated sale of drones. Specifically, the HII contract. See “Whereas” Exhibit A, page 2. The Settlement Agreement also provided for the accelerated payment of the agreed upon the sums immediately upon the payment for the drones, from HII, which have now become the Disputed Funds. See Exhibit A, para 4(b).

5. The Settlement Agreement, at paragraph 7, granted AWH and SC a security interest in all of CYBL’s assets, including, but not limited to, the accounts receivable for the drones.

6. UCC liens were filed by AWH and SC as follows:

North Carolina -July 6, 2023	B-1
California October 20, 2023	B-2
Virginia July 6, 2023	B-3
Texas July 6, 2023	B-4

7. An Amended Final Order and Judgment was entered in Richmond Circuit CL22-2882 on June 28, 2023 which is produced as Exhibit C. The order granted the monetary judgment of \$1,572,500 and other relief as set forth in the order.

8. The Amended Final Order and Judgment further ratified the parties’ agreement that AWH and SC could file UCC liens to protect all sums owed.

9. CYBL breached the payment terms of the Settlement Agreement prompting a Garnishment (the Garnishment) filed by AWH and SC in the Circuit Court of Fairfax County against CYBL as the judgment debtor and HII Mission Technologies Corp as Garnishee, as CL 2025-3413.

10. The Garnishment in Fairfax is referred to by HII as, in part, a basis for this Interpleader. See First Amended Complaint, paragraphs 50-55.

11. AWH and SC also domesticated the Virginia judgment (CL22-3882) in Harris County Texas where Cyberlux had a drone assembly facility.

12. Upon the domestication of the Virginia Judgment in Texas, Robert Berleth, Esquire was appointed as a Receiver for Cyberlux by Order entered in Harris County TX in Cause No. 202448085. The Order of Receivership is attached as Exhibit 11 to the First Amended Complaint.

13. The Order of Appointment granted broad powers to Berleth including the grant of power over all causes of action. See First Amended Complaint, Exhibit 11, Order, Paragraph 25(1.).

14. Meanwhile, CYBL also failed to provide “Marketable Trading” stock as required, and as required by paragraph 2(e) of the Settlement Agreement (the “Stock Claim”).

15. CYBL stock, if it had been properly administered as required by the Settlement Agreement, would have had significant value on or before October 2021, and was additional consideration for the Settlement Agreement.

16. Paragraph 2(e) of the Settlement Agreement reserved the right in AWH and SC to re-file a Complaint to enforce its rights under the Stock Claim upon breach.

17. Based on the breach, AWH and SC filed a Complaint to enforce its rights under the Stock Claim in Richmond Circuit Court which is pending and is filed as CL 24-3910.

18. Berleth, as part of his duties as Receiver, evaluated the Stock Claim advanced by AWH and SC and compromised the figure with AWH and SC to a reduced liquidated figure of \$6,000,000.00, plus attorney fees and cost.

19. Berleth and AWH entered a Settlement Agreement (the “Receiver Agreement”) to be produced as Exhibit D.

20. The Receiver Agreement provided for entry of a Consent Judgment in CL 24-3910 which was entered by the Richmond Circuit Court on December 18, 2025, providing for judgment in the principal amount of \$6,000,000, attorney’s fees of \$25,250.50 costs, and 6% interest from the date of judgment (the “Consent Order”). To be produced as Exhibit E.

21. The Consent Order ratified the Settlement Agreement as valid, and further ruled that the Order of Receivership had been properly recorded in the City of Richmond, without objection.

22. In Fairfax, HII, as garnishee had implead the sum of \$1,444,543.11 based upon AWH’s garnishment referred to herein at paragraph 9.

23. The Fairfax Court ordered the payment of \$952,601.71 to AWH as principal and attorney’s fees for the Virginia judgment but ruled that it had no jurisdiction to determine fees for collection activity outside of Virginia as provided by the Settlement Agreement.

24. Since that ruling, AWH has petitioned the Harris County court for reimbursement of its remaining fees incurred in the Texas action which has been granted by the court and paid to AW. The Texas enforcement action is therefore being non-suited and an order has been submitted. AW and SC have agreed that the underlying case CL23-3882 which was pending in the Circuit Court of the City of Richmond has been fully satisfied.

25. Accordingly, the claim advanced by AWH and SC against the Disputed Funds are as follows:

Reasonable Attorney’s fees necessitated by this Interpleader pursuant to the Settlement Agreement at paragraph 19.

The Consent Judgment principal amount \$6,000,000
\$25,250.50 attorney fees

\$352.92 costs

Per diem interest in the amount of 986.30/day beginning February 5, 2026.

(b) the legal basis for your right to the proceeds”

The legal basis for the claim is set forth in (a).

(c) how the amount you claim became a liquidated amount, or, if not liquidated, state so:

The legal basis for the claim is set forth in (a).

(d) whether you claim a security interest in, lien on, or assignment of all or any portion of the proceeds and, if so, provide your claimed priority date and explain the basis for your security interest, lien or assignment;

The secured interest of AWH and SC are identified in Exhibits B-1,2,3,4. The filing dates are on the liens. The priority is claimed as of July 6, 2023. The secured claim for the breach of the Settlement Agreement with respect to the Stock Claim was liquidated on December 18, 2023 (Produced as Exhibit E), as reaffirmed by order entered February 2, 2026 (Produced as Exhibit F).

(e) whether you claim a right to interest and, of so, the amount and basis for continuing accrual thereof, if any:

The right to collect interest under the Consent Judgment is set forth in the Order Dated December 18, 2025, as re-affirmed by Order dated February 2, 2026. Interest on the Consent Judgment per diem is \$986.30.

(f) whether you claim a right to attorneys’ fees and, if so the basis therefore and the amount you will claim;

The Settlement Agreement at paragraph 19 provided for the provision of the payment of attorney's fees in any action deriving from a breach of the Settlement Agreement. That figure would include reasonable attorney's fees as required by this Interpleader.

(g) for any creditor claiming a secured interest, identify the date(s) on which advances were made to Cyberlux or on its behalf for which any secured interest is claimed.

The original advance was the transfer of Intellectual Property to Cyberlux by written agreement in 2021. The consideration creating the secured interest in the Interpleader is based on the Settlement Agreement in which Cyberlux agreed to a secured interest in all of its assets to secure the performance of the Settlement Agreement.

6(b) Document Requests

- i. **Documents supporting or otherwise concerning your answer to the above interrogatory. See Attached Exhibits A-G**
- ii. **All documents on which you rely to assert any security interest in, lien on, or assignment of the proceeds that are the subject of this interpleader.**

See Attached Exhibits A-G

Respectfully Submitted

ATLANTIC WAVE HOLDINGS, LLC AND
SECURE COMMUNITY, LLC

BY: _____

Charles A. Gavin, VSB#31391
Gavin Law, PLC
14321 Winter Breeze Dr., Suite 136
Midlothian, Virginia 23113
(804) 606-7702
(804) 606-7704 Facsimile
cgavin@gavinlawplc.com

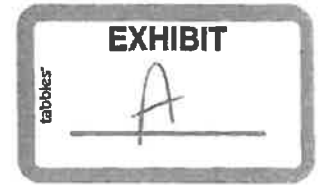
CERTIFICATE

I hereby certify that I have electronically filed and sent a copy of the foregoing to counsel of record electronically through this 9 day of March, 2026.

Charles A. Gavin, VSB#31391
Gavin Law, PLC
14321 Winter Breeze Dr., Suite 136
Midlothian, Virginia 23113
(804) 606-7702
(804) 606-7704 Facsimile
cgavin@gavinlawplc.com

Cyberlux Settlement Agreement Final 002 -1.pdf

file: C:\Users\willw\Downloads\Cyberlux Settlement Agreement...



SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made as of this 15th day of June 2023, by and between ATLANTIC WAVE HOLDINGS, LLC, SECURE COMMUNITY, LLC (collectively, "Plaintiffs"), CYBERLUX CORPORATION AND MARK D. SCHMIDT (collectively, "Defendants"), and STRIKEPOINT CONSULTING, LLC ("Strikepoint") a separate party with some common interest holders to the Plaintiffs. Plaintiffs, Defendants, and Strikepoint shall collectively be referred to as the "Parties to this Agreement" and Plaintiffs and Defendants shall collectively be referred to as "Parties to the Litigation."

RECITALS

WHEREAS, Plaintiffs and Defendants entered into an agreement on October 8, 2021, which compensated Plaintiffs for the reacquisition by Defendant Cyberlux of certain intellectual property in exchange for certain installment payments of fixed liquidated sums by Defendants to Plaintiffs and "Freely Trading" stock, which had fallen into arrears ("the IP Agreement");

WHEREAS, on September 24, 2021, an agreement was executed between an entity described as "Strikepoints Consulting, LLC" and Defendant Cyberlux Corporation for certain consulting services (the "Strikepoint Consulting Agreement"), which called for, *inter alia*, installment payments of fixed liquidated sums owed by Defendants to Plaintiff, which also fell into arrears;

WHEREAS, Plaintiffs filed its Complaint for breach of said agreements in the Circuit Court of the City of Richmond, Virginia (the "Court"), against Defendants in the civil action titled, *Atlantic Wave Holdings, LLC and Secure Community, LLC v. Cyberlux Corporation and Mark D. Schmidt* (Case No. CL22-3882) (the "Litigation"), which remains pending;

WHEREAS, the Parties to this Agreement desire to resolve and settle any and all existing disputes between the Plaintiffs and Defendants and between Strikepoint and Defendants to eliminate uncertainty and facilitate final resolution of their respective relationships between the parties; and

Cyberlux Settlement Agreement Final 002 -1.pdf

file:///C:/Users/willw/Downloads/Cyberlux_Settlement_Agreement...

WHEREAS, the Parties to this Agreement have been told by Cyberlux for more than six (6) months that Cyberlux anticipates a significant cash inflow connected with the sales of certain drone products.

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, and intending to be legally bound, the Parties to this Agreement agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are incorporated herein.

2. Settlement Consideration and Consent to Final Judgment. To avoid the substantial cost and uncertainty in prosecuting the Litigation, Defendants agree to the join and simultaneously endorse for immediate entry a consent order awarding a FINAL JUDGEMENT to Plaintiffs in the form attached to this Agreement as Exhibit A (the "Consent Judgment"), which will jointly and severally bind Defendants for payment of the following liquidated sums in resolution of certain discreet claims at-issue in the Litigation, as well as resolving and terminating any potential dispute that Strikepoint may have against Defendants arising out of the Strikepoint Consulting Agreement:

a. IP Agreement: ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) minus payments made of TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$277,500) for a total due of NINE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$922,500), as the balance due and owing for installment payments under the IP Agreement between the parties, as that term is defined in the Complaint initiating the Litigation; and

Cyberlux Settlement_Agreement_Final_002_-1.pdf

file:///C:/Users/willw/Downloads/Cyberlux_Settlement_Agreement...

b. Balance of Consulting Agreement: The parties agree to terminate and resolve any disputes arising out of the Strikepoint Consulting Agreement for consideration of: SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000), as the balance due and owing for installment payments under the Consulting Agreement between the parties.

c. Total Value of the Consent Judgment: The total liquidated sum that shall be due and owing to Plaintiffs under the parties' Consent Judgment shall be **ONE MILLION FIVE HUNDRED SEVENTY-TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$1,572,500)**, plus Plaintiffs' costs as defined in 4(d) (the "Settlement Consideration"), which is the sum of the outstanding installment payments owing in the IP Agreement, the Strikepoint Consulting Agreement, and Plaintiffs' costs as appropriately allocated between Plaintiffs and Strikepoint below.

d. Effect of Consent Judgment: The Consent Judgment shall be promptly entered jointly and severally against Defendants and in favor of Plaintiffs in exchange for payment of the full Settlement Consideration, which shall resolve the above styled matter. The parties agree that the Consent Judgment shall not be dischargeable, including by appeal or bankruptcy, in any manner other than by agreement of the parties, to the fullest extent permissible under the law.

e. Stock. Notwithstanding the foregoing, the parties agree that entry of the Consent Judgment awarding FINAL judgment in favor of Plaintiffs and against Defendants shall resolve the pending Litigation. Notwithstanding entry of a Final Order, the parties hereby agree that if the Cyberlux stock is not brought to current "Pink Status" and the Caveat Emptor legend and restriction is not remedied and removed on or before December 31, 2023, Plaintiffs shall have the option, at their

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sole discretion, to re-file a new complaint related to the breach by Defendants to create "Negotiable Shares", as that breach is alleged and defined in the Complaint, without Defendants asserting a defense of res judicata or collateral estoppel. Plaintiffs recognize that matters can be delayed at no fault of a party and to that end shall consider an extension of the aforementioned deadline (December 31, 2023) upon the showing of credible evidence to do so, for an extension period to be decided at the reasonable discretion of Plaintiffs.

3. Compliance with Court Orders dated December 13, 2022 & April 7, 2023.

Within twenty-one (21) days of execution of this Agreement, Defendants shall pay the sanctions of \$3,895.00 and \$6,842.50, as provided by the Court's Orders in the Litigation.

4. How the Settlement Consideration Shall be Paid. The Settlement Consideration shall be paid by Defendant to Plaintiff as follows:

a. First Settlement Payment: Within thirty (30) days after the simultaneous execution of this Agreement, and entry of the Consent Judgment, and the receipt by Cyberlux of its first installment payment for the anticipated sale of drones or other revenue whichever occurs last, but in no event more than forty-five (45) days from the execution of this Agreement, Defendants shall transmit to Plaintiffs, by wire transmission, the non-defeasible sum of One Hundred Fifty Thousand Dollars (\$150,000) (the "First Settlement Payment"). The delivery of the First Settlement Payment shall require the actual receipt of the Settlement Payment by Plaintiffs as set forth herein. Time being of the essence.

b. Monthly Installments Thereafter to Plaintiffs: Defendants shall transmit to Plaintiffs, by wire transmission, thirty-Six (36) non-defeasible monthly payments of TWENTY-ONE THOUSAND FOUR HUNDRED AND FIFTY-NINE DOLLARS (\$21,459.00) payable on the first day of each month, beginning

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in July 2023. Monthly payments shall continue on the first of each month, time being of the essence, until the total Settlement Consideration due to Plaintiffs is paid. Defendants agree to accelerate and pay the full outstanding balance of all sums owed under the Consent Judgment up to a total of FIVE THOUSAND DOLLARS (\$5,000) per drone sold within twenty-one (21) days of Defendants, or any parent's, subsidiary's, affiliate's, or assign's first receipt of payment for any contract to purchase drone aircraft.

c. Monthly Installments Thereafter to Strikepoint: Defendants shall transmit to Strikepoint, by wire transmission, thirty-Six non-defeasible monthly payments of EIGHTEEN THOUSAND FIFTY-FIVE DOLLARS AND FIFTY-SIX CENTS (\$18,055.56) payable on the first day of each month, beginning in July of 2023. Monthly payments shall continue on the first of each month, time being of the essence, until the total Settlement Consideration due to Strikepoint is paid. Defendants agree to accelerate and pay the full outstanding balance of all sums owed under the Consent Judgment up to a total of FIVE THOUSAND DOLLARS (\$5,000) per drone sold within twenty-one (21) days of Defendants, or any parent's, subsidiary's, affiliate's, or assign's first receipt of payment for any contract to purchase drone aircraft.

d. Costs, including Legal Fees: In addition to the sums above, Defendants agree to pay all Plaintiffs' costs, including but not limited to, attorney's fees and expert witness fees, accrued in and with this Litigation within 60 (sixty) days of the full execution of this Agreement or upon terms agreed to by the parties. Subject to the following CAP, Plaintiffs agree to CAP costs and attorney's fees, for cost and attorney's fees relevant the matters dealt with in this settlement agreement, at 12% of the value of the total settlement or ONE HUNDRED EIGHTY-EIGHT

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THOUSAND SEVEN HUNDRED DOLLARS (\$188,700). The CAP does not apply to restrict or limit Plaintiffs ability to pursue costs and attorney's fees should Defendants breach this Agreement. This obligation shall be added to the total balance due specified in section 2(b) above and paid to Strikepoint.

e. Manner of Payment: All payments shall be wired to Plaintiffs and to Strikepoint. Information and Instructions for completing the wire transfer shall be provided to Defendants' Counsel upon execution of this agreement. Plaintiff may change its payment instructions from time to time by providing written notice.

f. Effect of Full Payment: Upon payment of all sums due and owing herein, the Judgment entered herein shall be marked "Satisfied."

g. No Other Beneficiary: The payment of funds herein shall not operate to release any other party, other than the Parties to this Agreement, as set forth below. Nor shall the dismissal of any claim herein inure to the benefit of any party who is not a Party to this Agreement.

5. Notice of Satisfaction. Within ten (10) business days of Plaintiff receiving the complete Settlement Consideration and satisfactions of all terms herein, Plaintiff shall file a Notice of Satisfaction, pursuant to Va. Code Ann. § 16.1-94.01.

6. Mutual Release of All Claims. Immediately upon endorsement of this Agreement, except for the obligations expressly set forth herein and any claims or actions for breach or enforcement of this Agreement, Defendants Cyberlux Corporation and Mark D. Schmidt, individually, hereby release any and all causes of action, claims, counterclaims, or demands, present or future, known or unknown, asserted or unasserted, against Plaintiffs or any of Plaintiffs' members, officers, agents, counsel, employees, and affiliates arising or accruing from the beginning of time and up to and including the date of this Agreement, including all claims based upon or in any way relating to the IP Agreement, the Strikepoint Consulting Agreement, Plaintiffs'

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ownership of stock in Cyberlux Corporation, Plaintiff's prosecution of the Litigation, or the negotiation and entry into this Agreement. Upon receipt of the First Settlement Payment, Plaintiff Secure Community, LLC, Plaintiff Atlantic Wave Holdings, LLC, and Strikepoint Consulting, LLC, release any and all known or unknown causes of action, claims, counterclaims, or demands, present or future, asserted or unasserted, against Defendants or any of Defendant Cyberlux's members, officers, agents, counsel, employees, and affiliates arising or accruing from the beginning of time and up to and including the date of this Agreement, including all claims based upon or in any way relating to the IP Agreement, the Strikepoint Consulting Agreement, Plaintiffs' prosecution of the Litigation, or the negotiation and entry into this Agreement.

7. Security Interest and Lien Interest. Defendants agree and grant to Plaintiff a full security interest and lien interest in all of Defendants' assets, including but not limited to IP, subsidiaries, contractual rights, accounts receivable, drone sales, etc., which may, in Plaintiff's sole discretion, be memorialized through the filing of UCC-1 forms and Liens.

8. Updates and Continued Cooperation: Defendants, upon demand of Plaintiffs, shall keep Plaintiffs fully updated as to any and all progress on contract negotiations and provide documentation about payments received for the sale of drones, including providing copies of relevant documents requested by Plaintiffs, subject to the confidentiality provisions set forth in Paragraph 12 below, and to the extent such documents or information are not classified or restricted. Defendant Cyberlux shall also in good faith provide any assistance that it can reasonably provide and required by Plaintiffs in their effort to bring their CYBL stock shares into compliance so that the shares will be accepted by a reputable brokerage firm in order to permit the trading of such shares on the OTC Market.

9. Compliance: Defendants represent to Plaintiff Secure Community, LLC that Defendants have used reasonable efforts to comply with all State, Federal and OTC Markets rules and regulations (subject to the fact that Cyberlux shares are currently subject to the "Caveat

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Emptor" restriction) and will continue to use any and all reasonable efforts to maintain compliance at all times.

10. Financial Statements: Defendants hereby represent that any Financial Statements published or produced hereunder or publicly filed which Plaintiff has relied upon in entering into this Agreement, have been prepared in good faith and in accordance with OTC standards and are materially true and accurate.

11. OTC Markets: Defendants hereby represent that Defendants are using any and all reasonable efforts to resolve all issues with OTC Markets that is causing the OTC Markets to issue its caveat emptor restriction and will continue to use any and all reasonable efforts to have the Caveat Emptor restriction currently imposed by OTC Markets removed so that the stock will be returned to "Pink Current" as soon as reasonably possible.

12. Stockholders' Rights: The parties agree that this agreement shall not affect Plaintiff's rights as stockholders in any manner going forward.

13. Confidentiality of Settlement Terms and Discovery Information. The terms and circumstances of this Agreement, and all documents and information disclosed in the Litigation, are completely confidential between the Parties and shall not be disclosed to anybody else. Any disclosure or violation shall be deemed a breach of this Agreement. If a Party discloses confidential information in material violation of this paragraph, then, following written notice to such Party summarizing such violation and such Party's failure to cure such material violation within fourteen (14) days of receiving such notice, then such Party may be deemed to have breached this Agreement. If a breach is to occur, notwithstanding the foregoing, Plaintiffs shall be entitled to use any information received in the Litigation if necessary to collect sums owing under this Agreement and/or to defend against any claims of breach, and Defendants shall be entitled to use such information to defend against any claims of breach, though reasonable efforts will be made to keep such information private.

14. Non-Disparagement. The Parties to this Agreement further agree that, in order to facilitate the transactions and obligations set forth herein, during the period from the date of this Agreement through December 31, 2023, no Party shall communicate, publish, or caused to be published any comments, statements, or information that could reasonably be expected to adversely affect the business interests or reputation of any other Party. If it is alleged a party materially disparaged the other party in violation of this paragraph, then, following written notice to such Party summarizing such violation and such Party's failure to cure such material violation within fourteen (14) days of receiving such notice, then such Party may be deemed to have breached this Agreement.

15. Advice of Counsel: The Parties to this Agreement represent and warrant that they have chosen to execute this Agreement of their own volition and free will after fully reviewing the Agreement and having the opportunity to seek the advice of counsel. Accordingly, the rule of contract interpretation to the effect that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the matters with which it deals, and it supersedes all prior agreements pertaining to those matters. This Agreement may only be modified by written consent of the parties.

17. Severability of Provisions. If any clause or provision, or any part of any clause or provision, of this Agreement is found by the court to be illegal, invalid, or unenforceable under present or future laws, then the remainder of this Agreement shall not be affected thereby, and it shall be construed as if the unenforceable clause or provision, or the offending part of any clause or provision, were deleted.

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18. Successorship. It is the intention of the Parties to this Agreement that the provisions hereof are binding upon the Parties, their employees, affiliates, agents, heirs, successors, and assigns forever.

19. Attorneys' Fees and Costs. In addition, as provided for herein, Defendants shall be responsible for the payment of Plaintiffs' attorneys' fees and costs in any action caused by the breach of this Agreement. The CAP referenced in paragraph 4(d) does not apply to this paragraph for costs and attorney's fees resulting from a breach of this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts, including electronic signatures, each of which will be deemed an original.

21. Remedies for Breach. As noted above, in the event of a breach of this Agreement by Plaintiffs, Defendants shall be entitled to file an action for said breach and seek all remedies available under law, including injunctive relief. In the event of a breach of this Agreement by Defendants, Plaintiffs may seek relief, including damages, restitution, and/or injunctive relief. Defendants agree that Plaintiff shall be entitled to injunctive, ex-parte and/or any other relief available either in the present matter or subsequent court matters needed to enforce this Agreement. A breach shall be defined as, among other things, the breach of any material term of this agreement not being fulfilled including, but not limited to, failure to make timely payments and failure to timely provide requested information. For the avoidance of doubt, any payment not received by the first of each month shall be deemed late, any information requested shall be due in ten (10) calendar days and, unless cured within 3 calendar days, will be considered a breach of this Agreement.

22. Governing Law. This Agreement is governed by the laws of the Commonwealth of Virginia without giving effect to conflict of law principles. Venue for any future disputes hereunder, including any carved-out claims reserved in Section 2(e) above, shall solely lie in either the Circuit Court of the City of Richmond, Virginia, or the United States District Court for the

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Eastern District of Virginia in the Richmond Division. Defendants hereby agree and submit to the Jurisdiction of the foregoing Courts, including personal jurisdiction, for any such future action.

23. Headings. The headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

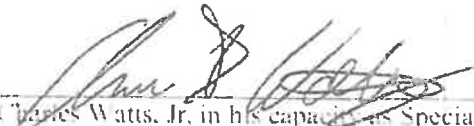
24. Authority. The undersigned warrant and represent that they have actual authority to execute this Agreement on behalf of the Parties.

Mart
25. Electronic Signatures Permitted. The Parties to this Agreement will accept electronic signatures as being effective signatures for the purposes of endorsing this Agreement, and any counterparts or amendments to this Agreement

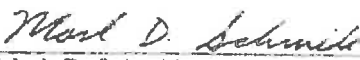
26. Construction. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties.

THE PARTIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES OR REPRESENTATIONS MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT ARE CONTAINED HEREIN. THE PARTIES ARE VOLUNTARILY AND KNOWINGLY SIGNING THIS AGREEMENT.


IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto set their hands and seals.


Charles Watts, Jr. in his capacity as Special Counsel
for Cyberlux Corporation and Mark D. Schmidt

Date: 06/15/2023


Mark D. Schmidt, individually and on behalf of
Cyberlux Corporation, as its President

Date: 06/15/2023



William Welter, as a Managing Director of
Atlantic Wave Holdings, LLC and Secure Community, LLC

Date: June 15, 2023

STRIKEPOINT CONSULTING, LLC


Cheri Nolan, CEO and President of Strikepoint Consulting, LLC

Date: 6/15/2023


William Welter, Managing Director of Strikepoint Consulting, LLC

Date: June 15, 2023

File Number: 20230084472C
Date Filed: 7/6/2023 9:24:00 AM
Elaine F. Marshall
NC Secretary of State

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS



A. NAME & PHONE OF CONTACT AT FILER (optional)
Arlington Law Group
B. E-MAIL CONTACT AT FILER (optional)
elemmer@arlingtonlawgroup.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Arlington Law Group
1739 Clarendon Boulevard
Arlington, VA 22209

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here [] and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
OR
1b. INDIVIDUAL'S SURNAME
Schmidt
FIRST PERSONAL NAME
Mark
ADDITIONAL NAME(S)/INITIAL(S)
D.
SUFFIX
1c. MAILING ADDRESS
800 Park Offices Drive, Suite 3209
CITY
Research Triangle Park
STATE
NC
POSTAL CODE
27709
COUNTRY
USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here [] and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME
Cyberlux Corporation
OR
2b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
2c. MAILING ADDRESS
800 Park Offices Drive, Suite 3209
CITY
Research Triangle Park
STATE
NC
POSTAL CODE
27709
COUNTRY
USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Atlantic Wave Holdings, LLC
OR
3b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX
3c. MAILING ADDRESS
11 S. 12th Street
CITY
Richmond
STATE
VA
POSTAL CODE
23219
COUNTRY
USA

4. COLLATERAL: This financing statement covers the following collateral:

All of each Debtor's right, title and interest, whether now owned or hereafter acquired, in all of such Debtor's assets, including without limitation (i) any and all inventory (including without limitation relating to drones), equipment, accounts, chattel paper, contractual rights, instruments, letter-of-credit rights, letters of credit, documents, deposit accounts, money, intellectual property (including without limitation relating to drones), general intangibles, accounts receivable and other rights to payment and performance, (ii) any and all furniture, fixtures, attachments, accessions, accessories, fittings, tools, parts, supplies and commingled goods relating to any of the foregoing property, (iii) any and all additions, replacements of and substitutions for all or any part of any of the foregoing property, (iv) any and all insurance proceeds relating to any of the foregoing property, (v) any and all goodwill relating to any of the foregoing property, and (vi) in the case of Debtor Cyberlux Corporation, all subsidiaries of such Debtor, including without limitation Catalyst Machineworks, LLC.

5. Check only if applicable and check only one box: Collateral is [] held in a Trust (see UCC1Ad, Item 17 and Instructions) [] being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: [] Public-Finance Transaction [] Manufactured-Home Transaction [] A Debtor is a Transmitting Utility
6b. Check only if applicable and check only one box: [] Agricultural Lien [] Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): [] Lessee/Lessor [] Consignee/Consignor [] Seller/Buyer [] Bailee/Bailor [] Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME

OR
18b. INDIVIDUAL'S SURNAME

Schmidt

FIRST PERSONAL NAME

Mark

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

D.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

OR
19b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

19c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR
20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR
21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

Secure Community, LLC

OR
22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

11 S. 12th Street

CITY

Richmond

STATE

VA

POSTAL CODE

23219

COUNTRY

USA

23. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR
23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS:



U230074215520



STATE OF CALIFORNIA
 Office of the Secretary of State
UCC FINANCING STATEMENT (UCC 1)
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516



For Office Use Only
-FILED-
 No.: U230074215520
 Date Filed: 10/20/2023

B2192-3038 10/20/2023 6:59 AM Received by California Secretary of State

Submitter Information:	
Contact Name	Eric M. Lemmer, Esq.
Organization Name	Arlington Law Group
Phone Number	(703) 842-3025
Email Address	elemmer@arlingtonlawgroup.com
Address	1739 CLARENDON BOULEVARD ARLINGTON, VA 22209
Debtor Information:	
Debtor Name	Mailing Address
Mark D. Schmidt	800 Park Offices Drive Suite 3209 Research Triangle Park, NC 27709
Cyberlux Corporation	800 Park Offices Drive Suite 3209 Research Triangle Park, NC 27709
Secured Party Information:	
Secured Party Name	Mailing Address
Atlantic Wave Holdings, LLC	11 S. 12th Street Richmond, VA 23219
Secure Community, LLC	11 S. 12th Street Richmond, VA 23219
Indicate how documentation of Collateral is provided: Entered as Text	
Description: All of each Debtor's right, title and interest, whether now owned or hereafter acquired, in all of such Debtor's assets, including without limitation (i) any and all inventory (including without limitation relating to tactical military communications equipment, HF communication and software solutions equipment, Spectre H series HF transceivers, Spectre M series multi-band SDR transceivers and Spectre V series VHF transceivers, as well as all research and development for future technology), equipment, accounts, chattel paper, contractual rights, instruments, letter-of-credit rights, letters of credit, documents, deposit accounts, money, intellectual property (including without limitation relating to tactical military communications equipment, HF communication and software solutions equipment, Spectre H series HF transceivers, Spectre M series multi-band SDR transceivers and Spectre V series VHF transceivers, as well as all research and development for future technology), general intangibles, accounts receivable and other rights to payment and performance, (ii) any and all furniture, fixtures, attachments, accessions, accessories, fittings, tools, parts, supplies and commingled goods relating to any of the foregoing property, (iii) any and all additions, replacements of and substitutions for all or any part of any of the foregoing property, (iv) any and all insurance proceeds relating to any of the foregoing property, (v) any and all goodwill relating to any of the foregoing property, and (vi) in the case of Debtor Cyberlux Corporation, all subsidiaries of such Debtor, including without limitation Datron World Communications, Inc.	
Indicate if Collateral is held in a Trust or is being administered by a Decedent's Personal Representative: Not Applicable	
Select an alternate Financing Statement type: Not Applicable	
Select an additional alternate Financing Statement type: Not Applicable	

Select an alternative Debtor/Secured Party designation for this Financing Statement: Not Applicable
Optional Filer Reference Information:
Miscellaneous Information:
Search to Reflect: <input type="checkbox"/> Order a Search to Reflect

B2192-3039 10/20/2023 6:59 AM Received by California Secretary of State



Secretary of State

Business Programs Division

1500 11th Street, Sacramento, CA 95814

ARLINGTON LAW GROUP
ERIC M. LEMMER, ESQ.
1739 CLARENDON BOULEVARD
ARLINGTON, VA 22209

October 20, 2023 7:02 AM

File No.: U230074215520

Lien Acknowledgment

This acknowledges the filing of the attached Lien document relevant to the information below. To access free copies of filed UCC documents, enter the File No. above in the Search module on the UCC Online web portal at bizfileonline.sos.ca.gov/search/ucc.

DEBTOR INFORMATION

Debtor Name:	MARK D. SCHMIDT
Debtor Address:	800 PARK OFFICES DRIVE SUITE 3209 RESEARCH TRIANGLE PARK, NC 27709
Debtor Name:	CYBERLUX CORPORATION
Debtor Address:	800 PARK OFFICES DRIVE SUITE 3209 RESEARCH TRIANGLE PARK, NC 27709

SECURED PARTY INFORMATION

Secured Party Name:	ATLANTIC WAVE HOLDINGS, LLC
Secured Party Address:	11 S. 12TH STREET RICHMOND, VA 23219
Secured Party Name:	SECURE COMMUNITY, LLC
Secured Party Address:	11 S. 12TH STREET RICHMOND, VA 23219

FILING INFORMATION

Lien Type:	UCC
Lien File No.:	U230074215520
File Date:	10/20/2023 6:58 AM
Lapse Date:	10/20/2028 11:59 PM



Secretary of State

Business Programs Division

1500 11th Street, Sacramento, CA 95814

ARLINGTON LAW GROUP
ERIC M. LEMMER, ESQ.
1739 CLARENDON BOULEVARD
ARLINGTON, VA 22209

October 20, 2023 7:02 AM

File No.: U230074215520

Lien Acknowledgment

This acknowledges the filing of the attached Lien document relevant to the information below. To access free copies of filed UCC documents, enter the File No. above in the Search module on the UCC Online web portal at bizfileonline.sos.ca.gov/search/ucc.

DEBTOR INFORMATION

Debtor Name: MARK D. SCHMIDT
Debtor Address: 800 PARK OFFICES DRIVE
SUITE 3209
RESEARCH TRIANGLE PARK, NC 27709

Debtor Name: CYBERLUX CORPORATION
Debtor Address: 800 PARK OFFICES DRIVE
SUITE 3209
RESEARCH TRIANGLE PARK, NC 27709

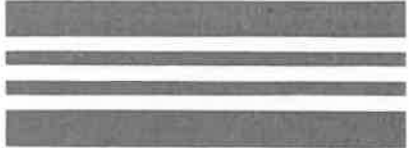
SECURED PARTY INFORMATION

Secured Party Name: ATLANTIC WAVE HOLDINGS, LLC
Secured Party Address: 11 S. 12TH STREET
RICHMOND, VA 23219

Secured Party Name: SECURE COMMUNITY, LLC
Secured Party Address: 11 S. 12TH STREET
RICHMOND, VA 23219

FILING INFORMATION

Lien Type: UCC
Lien File No.: U230074215520
File Date: 10/20/2023 6:58 AM
Lapse Date: 10/20/2028 11:59 PM



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Office of the Clerk
Virginia State Corporation Commission

Filing Number: 20230706180859
Filing Date and Time: 7/6/2023 9:03:16 AM
Total Number of Pages: 2
(Document filed electronically)

A. NAME & PHONE OF CONTACT AT FILER (optional)
Eric Moran Lemmer

B. E-MAIL CONTACT AT FILER (optional)
elemmer@arlingtonlawgroup.com

C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
**Eric Moran Lemmer
1739 Clarendon Boulevard
Arlington, VA 22209 USA**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S SURNAME Schmidt	FIRST PERSONAL NAME Mark	ADDITIONAL NAME(S)/INITIAL(S) D.	SUFFIX
1c. MAILING ADDRESS 800 Park Offices Drive Suite 3209	CITY Research Triangle Park	STATE NC	POSTAL CODE 27709
			COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME
Cyberlux Corporation

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 800 Park Offices Drive Suite 3209	CITY Research Triangle Park	STATE NC	POSTAL CODE 27709
			COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Atlantic Wave Holdings, LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 11 S. 12th Street	CITY Richmond	STATE VA	POSTAL CODE 23219
			COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All of each Debtor's right, title and interest, whether now owned or hereafter acquired, in all of such Debtor's assets, including without limitation (i) any and all inventory (including without limitation relating to drones), equipment, accounts, chattel paper, contractual rights, instruments, letter-of-credit rights, letters of credit, documents, deposit accounts, money, intellectual property (including without limitation relating to drones), general intangibles, accounts receivable and other rights to payment and performance, (ii) any and all furniture, fixtures, attachments, accessions, accessories, fittings, tools, parts, supplies and commingled goods relating to any of the foregoing property, (iii) any and all additions, replacements of and substitutions for all or any part of any of the foregoing property, (iv) any and all insurance proceeds relating to any of the foregoing property, (v) any and all goodwill relating to any of the foregoing property, and (vi) in the case of Debtor Cyberlux Corporation, all subsidiaries of such Debtor, including without limitation Catalyst Machineworks, LLC.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME	
OR	18b. INDIVIDUAL'S SURNAME
	Schmidt
	FIRST PERSONAL NAME
	Mark
	ADDITIONAL NAME(S)/INITIAL(S)
	D.
	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME			
OR	19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
	19c. MAILING ADDRESS	CITY	STATE POSTAL CODE COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME			
OR	20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
	20c. MAILING ADDRESS	CITY	STATE POSTAL CODE COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME			
OR	21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
	21c. MAILING ADDRESS	CITY	STATE POSTAL CODE COUNTRY

22. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME			
Secure Community, LLC			
OR	22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
	22c. MAILING ADDRESS	CITY	STATE POSTAL CODE COUNTRY
	11 S. 12th Street	Richmond	VA 23219 USA

23. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME			
OR	23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
	23c. MAILING ADDRESS	CITY	STATE POSTAL CODE COUNTRY

24. MISCELLANEOUS:

page 2

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

OR	9a. ORGANIZATION'S NAME		
	9b. INDIVIDUAL'S SURNAME	Schmidt	
	FIRST PERSONAL NAME	Mark	
	ADDITIONAL NAME(S)/INITIAL(S)	D.	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

OR	10a. ORGANIZATION'S NAME			
	10b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME	Secure Community, LLC		
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	11 S. 12th Street	Richmond	VA 23219	USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

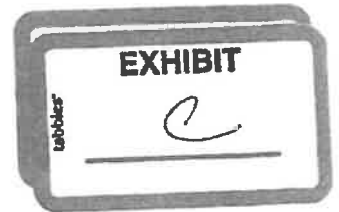
14. This FINANCING STATEMENT covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

FILING OFFICE COPY



**VIRGINIA:
IN THE CIRCUIT COURT OF THE CITY OF RICHMOND**

_____)
ATLANTIC WAVE HOLDINGS, LLC)
AND SECURE COMMUNITY, LLC)
) *Plaintiffs,*)
v.))
CYBERLUX CORPORATION and)
MARK D. SCHMIDT, individually)
) *Defendants.*)
_____)

Case No: CL22-3882 - 4

AMENDED FINAL ORDER AND JUDGEMENT

BEFORE THE COURT is a Motion for Entry of an Amended Final Order and Judgment by Plaintiffs ATLANTIC WAVE HOLDINGS, LLC AND SECURE COMMUNITY, LLC, and agreed to by Defendants CYBERLUX CORPORATION and MARK D. SCHMIDT, individually, and as the authorized representative for CYBERLUX CORPORATION, and

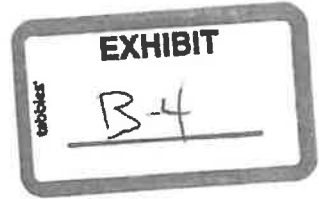
IT APPEARING to the Court that the parties hereto have reached a settlement agreement that resolves the current need for continuing litigation.

UPON CONSIDERATION of the pleadings, the evidence, argument of counsel, the consent of the parties, and for good cause shown, it is hereby ORDERED, ADJUDGED, and DECREED that judgement is GRANTED in favor of Plaintiffs ATLANTIC WAVE HOLDINGS, LLC and SECURE COMMUNITY, LLC, and against Defendants CYBERLUX CORPORATION and MARK D. SCHMIDT, jointly and severally, as follows:

- a. The Court awards Plaintiffs the sum of **ONE MILLION FIVE HUNDRED SEVENTY-TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$1,572,500)** in compensatory damages, jointly and severally, against Defendants CYBERLUX CORPORATION

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Eric Moran Lemmer 703-842-3025

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Eric Moran Lemmer
1739 Clarendon Blvd.
Arlington, VA 22209-2741
USA

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

FILING NUMBER: 23-0029383626
FILING DATE: 07/06/2023 09:49 AM
DOCUMENT NUMBER: 1264021710002
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S SURNAME Schmidt	FIRST PERSONAL NAME Mark	ADDITIONAL NAME(S)/INITIAL(S) D.	SUFFIX
--	------------------------------------	--	--------

1c. MAILING ADDRESS 800 Park Offices Drive	CITY Research Triangle Park	STATE NC	POSTAL CODE 27709	COUNTRY USA
--	---------------------------------------	--------------------	-----------------------------	-----------------------

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME
Cyberlux Corporation

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

2c. MAILING ADDRESS 800 Park Offices Drive	CITY Research Triangle Park	STATE NC	POSTAL CODE 27709	COUNTRY USA
--	---------------------------------------	--------------------	-----------------------------	-----------------------

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Atlantic Wave Holdings, LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

3c. MAILING ADDRESS 11 S. 12th Street	CITY Richmond	STATE VA	POSTAL CODE 23219	COUNTRY USA
---	-------------------------	--------------------	-----------------------------	-----------------------

4. COLLATERAL: This financing statement covers the following collateral:
 All of each Debtor's right, title and interest, whether now owned or hereafter acquired, in all of such Debtor's assets, including without limitation (i) any and all inventory (including without limitation relating to drones), equipment, accounts, chattel paper, contractual rights, instruments, letter-of-credit rights, letters of credit, documents, deposit accounts, money, intellectual property (including without limitation relating to drones), general intangibles, accounts receivable and other rights to payment and performance, (ii) any and all furniture, fixtures, attachments, accessions, accessories, fittings, tools, parts, supplies and commingled goods relating to any of the foregoing property, (iii) any and all additions, replacements of and substitutions for all or any part of any of the foregoing property, (iv) any and all insurance proceeds relating to any of the foregoing property, (v) any and all goodwill relating to any of the foregoing property, and (vi) in the case of Debtor Cyberlux Corporation, all subsidiaries of such Debtor, including without limitation Catalyst Machineworks, LLC.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

and MARK D. SCHMIDT, to resolve the claims alleged in Plaintiffs' Complaint and certain other claims as agreed to by the parties pursuant to the parties' separate agreement.

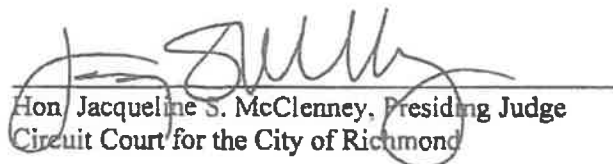
b. The parties agree that this Final Judgement shall not be dischargeable in bankruptcy to the fullest extent permissible at law, and Defendants hereby waive all rights of reconsideration or appeal. Nor shall it be subject to any contribution or reduced through the payment(s) of any other parties in this matter. Rather it shall be the sole obligation of Defendants.

c. That the Plaintiffs be awarded all of their costs, including reasonable attorney's fees of \$177,126.19 per the parties' settlement agreement, evidenced by affidavits, and consented to by defendants, plus sanctions of \$3,895.00 and \$6,842.50, as provided by the Court's previous Orders, and post judgment interest at the rate of 12% per annum, as provided in the parties' agreement, from the date of entry of this order on the damages incurred in this matter.

d. That the parties have agreed to a security interest and lien interest in all property of Defendants in favor of Plaintiffs until all sums are paid, and such security interest may be further memorialized through the filing of appropriate UCC-1 forms and the filing of appropriate Liens.


e. Plaintiffs' Complaint is hereby dismissed without prejudice. THIS CAUSE IS ENDED.

ENTERED this 22nd day of June, 2023.


Hon. Jacqueline S. McClenney, Presiding Judge
Circuit Court for the City of Richmond


A Copy
Teste: EDWARD F. JEWETT, CLERK
BY:  D.C.

WE ASK FOR THIS:




W. Benjamin Pace (VSB No. 48633)
Justin S. Feinman (VSB No. 83511)
WILLIAMS MULLEN, PC
200 South 10th Street, 16th Floor
Richmond, Virginia 23219
804.420.6442
wpace@williamsmullen.com
jfeinman@williamsmullen.com
Counsel for Plaintiffs

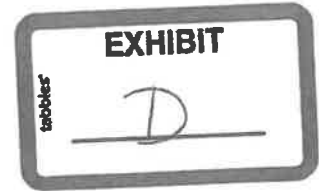
SEEN and AGREED:



Mark D. Schmidt and Cyberlux Corporation
800 Park Offices Drive, Suite 3209
Research Triangle Park, NC 27709 By
Mark D. Schmidt, *Individually and as
President of Cyberlux Corporation*



Charles Watts, Jr, in his capacity as Special Counsel
for Cyberlux Corporation and Mark D. Schmidt



SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into on this the 2ndth day of September 2025 by and among Atlantic Wave Holdings, LLC ("AWH"), Secure Community, LLC ("SC"), Cyberlux Corporation ("Cyberlux"), and Mark D. Schmidt ("Schmidt") collectively referred to as the "Parties."

RECITALS

WHEREAS in Case No.: 2400-3910, Plaintiffs filed their Complaint on September 9, 2024.

WHEREAS UCC liens were filed in the Commonwealth of Virginia and the States of North Carolina and Texas on July 6, 2023, specifically for the Drone receivables.

WHEREAS case no.: 2400-3910 was brought as a result of the alleged breach by Defendants of a settlement agreement between the parties. The Settlement Agreement, among other things includes:

A. The Recitals State:

WHEREAS, the Parties to this Agreement have been told by Cyberlux for more than six (6) months that Cyberlux anticipates a significant cash flow connected with the sales of certain drone products.

and:

B. Paragraphs 4(b) and 4(c) state:

Defendants agree to accelerate and pay the full outstanding balance of all sums owed under the consent Judgment up to a total of FIVE THOUSAND DOLLARS (\$5,000) per drone sold within twenty-one (21) days of Defendants, or any parent's, subsidiary's, affiliate's, or assign's first receipt of payment for any contract to purchase drone aircraft.

WHEREAS the Settlement Agreement was intended to secure Judgment-Creditor's security interest in the HII MISSION TECHNOLOGIES CORP ("HII") drone contract receivables.

WHEREAS the Settlement Agreement also required Judgment-Debtors to make the Cyberlux stock marketable by December 31, 2023. Judgment-Debtors have admitted within all their pleadings that they did not make the stock marketable (by removing the Caveat Emptor status) by December 31, 2023.

WHEREAS Judgment-Debtors raise no meritorious defenses but instead admit their breach.

WHEREAS the Honorable Michael Gomez, on May 22, 2025, appointed Robert B. Berleth of Berleth & Associates, the (the "Undersigned" and also the "Receiver") as the Receiver of Cyberlux Corporation and Mark D. Schmidt in a companion case pending in Harris County Texas.

WHEREAS, the Receiver has authority to resolve all claims on behalf of Cyberlux and Mark D. Schmidt.

NOW, THEREFORE, for good and valuable consideration which all parties deem adequate, the Parties have agreed to the terms herein to fully and finally settle all disputes and claims among them, as follows:

AGREEMENT

1. **Recitals Incorporated by Reference:** The Recitals set forth above are incorporated herein by reference and are accurate.
2. **Amount:** Plaintiffs, Atlantic Wave Holdings LLC and Secure Community LLC shall be and hereby are entitled to judgment against Cyberlux Corporation and Mark D. Schmidt, individually, jointly and severally, in the amount of **SIX MILLION DOLLARS (\$6,000,000.00)** based on Case No.: 2400-3910.
3. **Costs:** Costs shall be included in the judgment plus attorney's fees of **\$25,250.50**.
4. **Judgment Entry:** This Agreement is reduced to a Judgment in the City of Richmond Circuit Court 2400-3910 which shall be endorsed as a term of this settlement. The form as attached hereto as Exhibit "1". Any forbearance from enforcing the judgment may be negotiated between the parties, but is not a condition of entry of this judgment.
5. **Remittance:** Atlantic Wave Holdings LLC and Secure Community, LLC, shall also be entitled to collect the amounts set forth herein directly from any proceeds forwarded to the court by HII, or held by HII for monies payable to Cyberlux Corporation and/or Mark D Schmidt pursuant to any HII contract
6. **Dismissal of Actions:** Upon payment, all Parties will dismiss all Legal Actions in, but not limited to, the State of Texas, Commonwealth of Virginia and the State of California with prejudice, including but not limited to the instant case, Case No.: 2400-3910 pending in the City of Richmond, Virginia.
7. **Mutual Release of All Claims:** Upon full completion of this Agreement and receipt of all payments as outlined herein, each Party, on behalf of itself and its respective affiliates, successors, officers and assigns, hereby fully and forever releases, acquits, and discharges each of the other Parties, including their respective affiliates, successors, officers and assigns, from any and all claims, demands, liabilities, causes of action, and suits, whether known or unknown, that may have arisen prior to the execution of this Agreement and are directly related to or arising out of the subject matter of this Agreement, including but not limited to, any claims related to the previous settlement agreements and any actions taken in connection with the disputes referenced herein.
8. **Stock:** this Settlement Agreement does not impact any ownership rights in any stock of Cyberlux that is currently owned by Atlantic Wave Holdings, LLC and/or Secure Community, LLC or any of their members. Additionally, the parties agree that this agreement shall not affect Plaintiffs' rights as stockholders in any manner going forward.

9. **Settlement Agreement Final:** The parties agree that this Agreement shall not be dischargeable in bankruptcy to the fullest extent permissible at law, and Defendants hereby waive all rights of reconsideration or appeal. Nor shall it be subject to any contribution or reduced through the payment(s) of any other parties in this matter. Rather it shall be the sole obligation of Defendants.
10. **Interest:** Compounded interest shall accrue at the rate of 6% per annum from the date this agreement is signed by all parties until paid. This interest component is based on this Agreement and not judgment rate interest by statute.
11. **Dispute Resolution:** The Parties agree that any disputes arising from this Agreement shall be resolved through a bench trial, with all Parties waiving their rights to a jury trial. Any such action must be brought exclusively in the United States District Court for the Eastern District of Virginia, Richmond Division.
12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
13. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.
14. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
15. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
16. **Attorneys' Fees and Costs:** If either Cyberlux or Mark D. Schmidt breaches the agreement, fails to pay pursuant to demand under Article 5, or seeks to set this Agreement aside, or seeks to render this Agreement unenforceable, AWH and SC shall be entitled to their attorneys' fees and costs incurred to enforce this Agreement, or any breach thereof.
17. **Remedies for Breach.** In the event of a breach of this Agreement, AWH and SC may seek all legal remedies, including, among others, damages, restitution, consequential damages and injunctive relief.
18. **Successorship.** This Agreement that the provisions hereof are binding upon the Parties, their employees, affiliates, agents, heirs, successors, and assigns forever.
19. **Modification:** This Agreement may only be amended by a written instrument executed by all Parties.
20. **Waiver:** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party waiving the right. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

21. **Notices:** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, **and** by email with confirmation of receipt, to the Parties at the following addresses or to such other addresses as the Parties may designate in writing:

- **Atlantic Wave Holdings, LLC and Secure Community, LLC:**
4201 Wilson Blvd, 3rd Floor
Arlington, VA 22203
WillWelter@aol.com

With copies to:

1. Charles Gavin, Esq.
13271 River's Bend Boulevard
Chester, Virginia 23836
Richmond, VA
cgavin@rudycovner.com
- **Cyberlux Corporation:**

Robert W. Berleth, Esq.
9950 Cypresswood Dr., Suite 200
Houston, TX 77070
Telephone: 713-588-6900
E-mail: rberleth@berlethlaw.com
Receiver for Defendant
 - **Mark D. Schmidt:**

Robert W. Berleth, Esquire
9950 Cypresswood Dr., Suite 200
Houston, TX 77070
Telephone: 713-588-6900
E-mail: rberleth@berlethlaw.com
Receiver for Defendant

Signatures to appear on the next page

EXHIBIT "1"

VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

**ATLANTIC WAVE HOLDINGS, LLC
AND SECURE COMMUNITY, LLC**

Plaintiffs,

v.

**CYBERLUX CORPORATION and
MARK D. SCHMIDT, individually**

Defendants.

Case No.: CL 2400-3910

CONSENT FINAL ORDER

Came this day the Plaintiffs Atlantic Wave Holdings, LLC and Secure Community, LLC and the Defendants Cyberlux Corporation and Mark D. Schmidt, individually, by their Receiver, Robert W. Berlith, Esq. and consented to the entry of a judgment by consent, and submitted the order to the Court for entry.

It appearing that the Receiver has been appointed by the Honorable Michael Gomez, on May 22, 2025, in the 129th Judicial Court in Harris County Texas, Cause Number 2024448085, to control the business function, in all respects, of the Defendant Cyberlux Corporation and the individual, Mark D. Schmidt as evidence an Order Appointing Receiver attached to the Motion as Exhibit A (the "Order").

It further appearing that the Receiver has the authority to control and or manage litigation incident to his role.

If further appearing that the Receiver and the Plaintiffs have agreed to the entry of a judgment by consent against the Defendants to resolve the Complaint and finalize the litigation,

it is therefore ORDERED that judgment is GRANTED in favor of Plaintiffs Atlantic Wave Holdings, LLC and Secure Community, LLC and against Defendants Cyberlux Corporation and Mark D. Schmidt, individually, jointly and severally, as follows:

- a. The Court awards Plaintiffs the negotiated sum of SIX MILLION DOLLARS (\$6,000,000.00) in compensatory damages, jointly and severally, against Defendants Cyberlux Corporation and Mark D. Schmidt, individually, to resolve the claims alleged in Plaintiffs' complaint.
- b. That the Plaintiffs be awarded all their costs, including reasonable attorney's fees in the amount of \$25,250.50, per the parties agreement and post judgment interest at the rate of 6% per annum from the date of entry of this order.
- c. Any remaining Motions pending before the court are dismissed as moot.
- d. Plaintiffs' Complaint and Defendants' Counter-Complaint are hereby dismissed with prejudice to the parties.
- e. The cause is ended and may be stricken from the docket.

It is SO ORDERED.

ENTERED This ____ day of _____, 2025

WE ASK FOR THIS:**BERLETH & ASSOCIATES, PLLC**

Robert W. Berleth, Esquire
9950 Cypresswood Dr., Suite 200
Houston, TX 77070
Telephone: 713-588-6900
E-mail: rberleth@berlethlaw.com
Receiver for Defendant, Cyberlux Corporation

Charles Gavin, Esq.
#31391
13271 River's Bend Boulevard
Chester, Virginia 23836
Richmond, VA
cgavin@rudycovner.com
804-748-3600
Counsel for Atlantic Wave Holdings LLC and Secure Community LLC



VIRGINIA:

IN THE CIRCUIT COURT OF THE CITY OF RICHMOND

**ATLANTIC WAVE HOLDINGS, LLC
AND SECURE COMMUNITY, LLC,**

Plaintiffs,

v.

**CYBERLUX CORPORATION and
MARK D. SCHMIDT, individually,**

Defendants.

Case No.: CL24-3910

CONSENT FINAL ORDER

On December 16, 2025, Plaintiffs Atlantic Wave Holdings, LLC and Secure Community, LLC and Defendants Cyberlux Corporation and Mark D. Schmidt, individually, by their Receiver, Robert W. Berleth, Esq.,¹ appeared by and through counsel before this Court on the Plaintiffs' Motion to Dissolve Stay and Enter Consent Order. Having considered the arguments and evidence presented, the Court makes the following ruling:

It appearing that this matter has been previously visited by the court when Plaintiffs and the Receiver, on September 19, 2025, filed a Joint Motion for Entry of a Consent Order ("**First Motion**") entered between Plaintiffs and the Receiver, on behalf of the Plaintiffs. The Defendants objected and the Court allowed the parties to brief the issues, after which the Court entered a written "Opinion and Order" dated October 30, 2025, ruling on the First Motion.

As part of the October 30, 2025, order, the Court, among other things, ruled that the Settlement Agreement entered in CL22-3882 between Plaintiffs and Defendants was valid, and

¹ While the Receivership names Mark D. Schmidt, individually, as a Judgment Debtor, the Receiver has filed an Order in Texas, which has yet to be entered, removing Mark D. Schmidt, individually, from the terms of the Receivership Order in Texas.

that the Order of Receivership was properly recorded in the City of Richmond, without objection. The Receiver in this case was appointed by the Honorable Michael Gomez, on May 22, 2025, in the 129th Judicial Court in Harris County Texas, Cause Number 2024448085, to control the business function, in all respects, of the Defendant Cyberlux Corporation and the individual, Mark D. Schmidt.

Notwithstanding, based on the representation that the Defendants had noted an appeal in the Texas Court of Appeals appealing the denial of the Defendants' Petition for a Writ of Mandamus, and the Defendants' representation that the Defendants had filed an Emergency Motion in the Harris County District Court seeking the termination of the Receivership, the Court denied the entry of the consent order in the First Motion and stayed further rulings pending the resolution of proceedings in Texas.

And it further appearing that, subsequent to the entry of the October 30, 2025, ruling on the First Motion, there has been a change in circumstances causing Plaintiffs to file this second motion to lift the current stay and enter an order based on the original agreement set forth in the First Motion (the "Second Motion"). The Receiver had no objection to the Second Motion.

And it further appearing that by Abatement Order entered in the Texas Court of Appeals on November 4, 2025, the Texas Court of Appeals abated, treated as a closed case, and removed from the docket, the Defendants' appeal of the denial of the Petition for Writ of Mandamus as reflected by Exhibit B attached to Second Motion.

And it further appearing that on November 11, 2025, the Harris County District Court denied Defendants' Emergency Motion to Stay as reflected by Exhibit D attached to the Second Motion.

And it lastly appearing to the court the Receiver has authority to control and or manage

litigation incident to his role and that the Receiver and Plaintiffs have agreed to the entry of a judgment by consent against the Defendants to resolve the Complaint and finalize the litigation, it is therefore ORDERED that judgment is GRANTED in favor of Plaintiffs Atlantic Wave Holdings, LLC and Secure Community, LLC and against Defendants Cyberlux Corporation and Mark D. Schmidt, individually, jointly and severally, as follows:

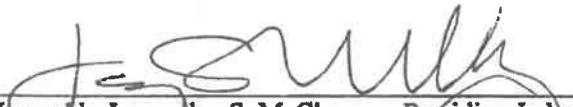
- a. The Court awards Plaintiffs the negotiated sum of SIX MILLION DOLLARS (\$6,000,000.00) in compensatory damages, jointly and severally, against Defendants Cyberlux Corporation and Mark D. Schmidt, individually, to resolve the claims alleged in Plaintiffs' complaint.
- b. That Plaintiffs be awarded all their costs, including reasonable attorney's fees in the amount of \$25,250.50, per the parties agreement and post judgment interest at the rate of 6% per annum from the date of entry of this order.
- c. Any remaining Motions pending before the court are dismissed as moot.
- d. Plaintiffs' Complaint and Defendants' Counter-Complaint are hereby dismissed with prejudice to the parties.
- e. The cause is ended and may be stricken from the docket upon entry of this order.

The Court notes that the Defendants, by counsel, filed a Motion to Quash the December 16, 2025, hearing based on its assertion that the hearing was improperly scheduled, and that defense counsel was unable to appear. The Defendants' counsel of record did not appear. The Plaintiffs filed a Response in Opposition to the Motion to Quash electronically with supporting exhibits. The Defendants then filed a reply, electronically, all of which were reviewed by the court and considered. Based on the pleadings and argument, the Motion to Quash is Denied. The Court


makes no ruling on whether the Defendants had standing to claim defective notice and makes no ruling on whether the Defendants have any appellate rights.


It is SO ORDERED.


ENTERED This 18th day of December, 2025


Honorable Jacqueline S. McClenney, Presiding Judge
Circuit Court for the City of Richmond, Virginia

WE ASK FOR THIS:

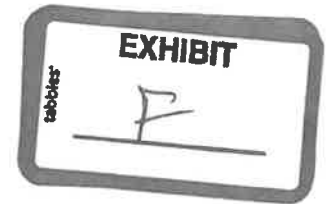

Charles A. Gavin, VSB#31391
Rudy Coyner, Attorneys at Law
13271 Rivers Bend Blvd.
Chester, Virginia 23836
(804) 748-3600, ext. 306
(804) 748-4671 facsimile
E-mail: cgavin@rudycoyner.com
Counsel for Atlantic Wave Holdings, LLC and Secure Community, LLC

A Copy
Teste: EDWARD F. JEWETT, CLERK
BY:  D.C.


Vernon E. Inge, Jr. #32699
Robert N. Drewry, VSB #91282
Whiteford Taylor & Preston, LLP
Two James Center
1021 E. Cary Street, Suite 2001
Richmond, VA 23219
804.977.3301
804.977.3291 Facsimile
vinge@whitefordlaw.com
rdrewry@whitefordlaw.com
Counsel for Robert W. Berleth, Receiver

Signature Waived Pursuant to Rule 1:13

Jimmy F. Robinson, Esquire
Ogletree Deakins
901 East Byrd Street
Suite 1300
Richmond, VA 23219
804-663-2330
jimmy.robinson@ogletree.com
Counsel for Cyberlux Corp. & Mark D. Schmidt



Virginia:

In the Circuit Court of the City of Richmond, John Marshall Courts Building

ATLANTIC WAVE HOLDINGS, LLC.
AND SECURE COMMUNITY, LLC.
Plaintiff,

v.

Case No. CL24-3910

CYBERLUX CORPORATION and
MARK SCHIMDT, individually
Defendants.

ORDER

On January 2, 2026 Defendants Cyberlux Corporation and Mark D. Schimdt, by counsel,¹ filed an "Emergency Motion to Reconsider and Vacate Consent Final Order and To Suspend Execution Pending the Court's Ruling." Plaintiffs' counsel for Atlantic Wave Holding, LLC, and Secure Community, LLC, subsequently filed a "Response in Opposition to Motion to Reconsider."² The Court **DENIED** Defendants' request to file a Reply.

Upon reviewing the parties' current filings, the Court **ORDERS** that its prior ruling **STANDS**. Accordingly, the Court hereby **DENIES** Defendants' Motion to Reconsider and **TERMINATES** the suspension of the "Consent Final Order." The Court **ORDERS** the "Consent Final Order" effective as of the entry date of this Order.

Pursuant to Rule 4:15(d) of the Supreme Court Rules of Virginia, the Court hereby **DENIES** the parties' request for a hearing, and further **VACATES AND RELEASES** the previously scheduled hearing set for February 24, 2026 at 9:00 a.m. The parties are released from their appearances.

The Clerk is **DIRECTED** to forward a certified copy of this Order to the parties.


¹ Jimmy Robinson, Esq., representing the Defendants.

² Charles Gavin, Esq., representing the Plaintiffs.

The Court **DISPENSES** with the parties' endorsements pursuant to Rule 1:13.

It is so **ORDERED**.

ENTER: 2 5 2026


Aqueline S. McClenney, Chief Judge

Just to clarify one more thing: does AW contend that its claimed security interest in the accounts receivable of Cyberlux has priority over the claimed security interest of Legalist in Cyberlux's accounts receivable?

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From: David A. Walton <dwalton@bellnunnally.com>
Sent: Monday, May 19, 2025 9:56 AM
To: Belote, Clark J. <clark.belote@kaufcan.com>; willwelter@aol.com
Cc: David M. Keithly <dkeithly@tocounsel.com>; Evan Sherwood <ESherwood@cov.com>; Freling, Scott <sfreling@cov.com>; Chap Petersen <jcp@petersenfirm.com>
Subject: RE: Atlantic Wave_Letter to Hill re Claim to Funds

Clark:

Please feel free to further discuss this issue with Will Welter, copied on this email. You are authorized to speak with him directly, as needed.

Put simply, yes, Atlantic Wave's position is it has a security interest in debts or claims against Cyberlux over and above the \$1.44mm on the face of the garnishment summons. The settlement agreement between Cyberlux and Atlantic Wave provides for more than just the actual amount owed under the Amended Final Order and Judgment, for example, it provides Atlantic Wave the right to repayment of attorneys' fees and costs *in any action* caused by a breach of the settlement agreement, and damages *associated with* the failure to bring Cyberlux's stock to Pink Current status and to remedy the caveat emptor classification on such stock. Moreover, the settlement agreement explicitly provides: "Defendants [Cyberlux & Schmidt] agree and grant to Plaintiff [Atlantic Wave & Secure Community] a full security interest and lien interest in all of Defendants' assets, including but not limited to IP, subsidiaries, contractual rights, accounts receivables, drone sales, etc., which may, in Plaintiff's sole discretion, be memorialized through the filing of UCC-1 forms and Liens." Atlantic Wave contends that Cyberlux has defaulted on the settlement agreement in several respects as set forth in prior communications and filings, which permits Atlantic Wave to enforce the security interest (authorized by the settlement agreement) against Cyberlux on the collateral or assets described in the UCC-1 forms. Attached are those UCC-1 forms that were filed in Virginia, Texas, and North Carolina.

Please feel free to call me at your convenience to discuss.

Take care,
David

David A. Walton | Partner



dwalton@bellnunnally.com
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2323 Ross Avenue, Suite 1900 | Dallas, Texas 75201
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From: Belote, Clark J. <clark.belote@kaufcan.com>
Sent: Thursday, May 15, 2025 1:52 PM
To: Chap Petersen <jcp@petersenfirm.com>; David A. Walton <dwalton@bellnunnally.com>
Cc: David M. Keithly <dkeithly@tocounsel.com>; Evan Sherwood <ESherwood@cov.com>; Freling, Scott <sfreling@cov.com>
Subject: RE: Atlantic Wave_Letter to HII re Claim to Funds [IMAN-IMANACTIVE.FID760274]

This Message has originated outside your organization.

Chap, not exactly.

In addition to the judgment lien, my understanding is that AW contends that it has a separate security interest in Cyberlux's accounts, which AW contends it perfected with the UCC-1 filing in the attached. The June 28, 2023 Amended Final Order Judgment says: "That the parties have agreed to a security interest and lien interest in all property of Defendants in favor of Plaintiffs until all sums are paid, and such security interest may be further memorialized through the filing of appropriate UCC-1 forms and the filing of appropriate Liens."

I wanted to understand whether Atlantic Wave contends that its debt or claims against Cyberlux are secured in an amount *over and above* the \$1.44mm on the face of the garnishment summons. The answer may be no. But, it would be helpful for HII to understand Atlantic Wave's position.

Thanks

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From: Chap Petersen <jcp@petersenfirm.com>
Sent: Thursday, May 15, 2025 2:32 PM
To: Belote, Clark J. <clark.belote@kaufcan.com>; David A. Walton <dwalton@bellnunnally.com>
Cc: David M. Keithly <dkeithly@tocounsel.com>; Evan Sherwood <ESherwood@cov.com>; Freling, Scott <sfreling@cov.com>
Subject: RE: Atlantic Wave_Letter to HII re Claim to Funds [IMAN-IMANACTIVE.FID760274]

Clark:

Case 3:25-cv-00483-JAG Document 1-6 Filed 06/24/25 Page 5 of 9 PageID# 48

If you're referring to the garnishment that has been filed in Fairfax County, VA, please see attached.

We have a legally enforceable judgment which amount is stated in the Summons. I'm attaching.

Thanks,
Chap

J. Chapman Petersen, Esq.
Chap Petersen & Associates, PLC
3970 Chain Bridge Road
Fairfax, Virginia 22030
(571) 459-2510 (direct dial)
(571) 459-2307 (facsimile)
jcp@petersenfirm.com



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From: Belote, Clark J. <clark.belote@kaufcan.com>
Sent: Thursday, May 15, 2025 2:19 PM
To: David A. Walton <dwalton@bellnunnally.com>
Cc: David M. Keithly <dkeithly@tocounsel.com>; Chap Petersen <jcp@petersenfirm.com>; Evan Sherwood <ESherwood@cov.com>; Freling, Scott <sfreling@cov.com>
Subject: RE: Atlantic Wave_Letter to HII re Claim to Funds [IMAN-IMANACTIVE.FID760274]

David,

In your April 24, 2025 letter, you stated that Atlantic Wave is "owed in excess of \$7,774,000" (emphasis added) and that the "[t]he outstanding balance due and owed under the *Amended Final Order and Judgment* is, at minimum, \$912,000."

Can you confirm what dollar amount Atlantic Wave contends is secured by a security interest of Atlantic Wave's against the accounts receivable of Cyberlux?

Thanks
Clark

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From: David A. Walton <dwalton@bellnunnally.com>
Sent: Tuesday, May 6, 2025 7:51 PM
To: Belote, Clark J. <clark.belote@kaufcan.com>
Cc: David M. Keithly <dkeithly@tocounsel.com>; willwelter@aol.com
Subject: RE: Atlantic Wave_Letter to HII re Claim to Funds
Importance: High

Clark:

Attached is a supplemental letter on behalf of Atlantic Wave Holdings, LLC, concerning its claim to funds held on behalf of or for the benefit of Cyberlux Corporation. Please do not hesitate to contact me with any questions.

Take care,
David

David A. Walton | Partner



dwalton@bellnunnally.com
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From: David A. Walton
Sent: Thursday, April 24, 2025 4:03 PM
To: clark.belote@kaufcan.com
Cc: David M. Keithly <dkeithly@tocounsel.com>; willwelter@aol.com
Subject: Atlantic Wave_Letter to HII re Claim to Funds

Clark:

Attached is a letter on behalf of Atlantic Wave Holdings, LLC, concerning its claim to funds held on behalf of or for the benefit of Cyberlux Corporation. Please do not hesitate to contact me with any questions.

Take care,
David

David A. Walton | Partner



dwalton@bellnunnally.com

T: 214.740.1445 | F: 214.740.5745

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David A. Walton
TEL: 214.740.1445
FAX: 214.740.5745
DWALTON@BELLNUNNALLY.COM

April 24, 2025

VIA EMAIL (clark.belote@kaufcan.com)

Clark J. Belote
Kaufman & Canoles, P.C.
150 W. Main Street, Suite 2100
Norfolk, VA 23510

RE: Claims to funds held or to be held on behalf of or for the benefit of Cyberlux Corporation.

Dear Mr. Belote:

This letter serves as formal notice to Huntington Ingalls Industries and HII Mission Technologies Corp. (collectively HII) as to Atlantic Wave Holdings, LLC (Atlantic Wave)'s claims to funds held or to be held by HII on behalf of or for the benefit of Cyberlux Corporation (Cyberlux). Upon information and belief, "Cyberlux has asserted entitlement to payment" from HII pursuant to Subcontract No. P000043846, dated August 29, 2023, HII's Prime Task Order 47QFCA22F0039, and Technical Direction Letter 1-023, as set forth in the *Modification No. 4 to Subcontract No. P000043846 to Effectuate a Termination Settlement*, effective as of February 26, 2025, by and between HII and Cyberlux. Atlantic Wave hereby asserts it is an interested stakeholder in any payment due and owed to Cyberlux by HII because Cyberlux has not satisfied debts due and owed to Atlantic Wave, in whole or in part, under a valid and enforceable judgment, writ of garnishment, or lien:

1. On June 28, 2023, a Virginia state court signed the *Amended Final Order and Judgment* against Cyberlux (and Mark D. Schmidt) in Case No. CL22-3882, in the Circuit Court of the City of Richmond, Virginia. The *Amended Final Order and Judgment* has since been domesticated in California state court in January of 2024 and in Texas state court in July of 2024. The outstanding balance due and owed under the *Amended Final Order and Judgment* is, at minimum, \$912,000, after accounting for any prior payments, credits, or offsets.
2. The *Amended Final Order and Judgment*, as agreed to by Cyberlux, also provides that "the parties have agreed to a security interest and lien interest in all property of Defendants [Cyberlux and Mark D. Schmidt] in favor of

Plaintiffs [Atlantic Wave and Secure Community, LLC] until all sums are paid, and such security interest may be further memorialized through the filing of appropriate UCC-1 forms and the filing of appropriate Liens.”

3. On July 6, 2023, Atlantic Wave filed a *UCC Financing Statement (Form UCC1)* with the Virginia State Corporation Commission, Office of the Clerk, to perfect Atlantic Wave’s security interest in certain collateral of Cyberlux, including but not limited to “money ... [and] accounts receivable and other rights to payment and performance.”
4. On October 24, 2024, HII filed an *Answer* to writ of garnishment issued at the request of Atlantic Wave in Case No. CL22-3882-15, in the Circuit Court of the City of Richmond, Virginia, stating it “is withholding any payment which is or may become due and owing to Cyberlux ... pending further order and/or direction of the Court.”
5. On June 15, 2023, Atlantic Wave and Cyberlux entered into a *Settlement Agreement* in Case No. CL22-3882, in the Circuit Court of the City of Richmond, Virginia, wherein Cyberlux agreed to be “responsible for the payment of [Atlantic Wave’s] attorneys’ fees and costs in any action caused by the breach of this [Settlement] Agreement.” As of April 24, 2025, the attorneys’ fees and costs incurred by Atlantic Wave caused by Cyberlux’s breach of the *Settlement Agreement* is well in excess of \$592,000, and attorneys’ fees and costs continue to accrue as a result of Cyberlux’s wrongful conduct.
6. Pursuant to the *Settlement Agreement*, Cyberlux was contractually obligated, among other obligations, to bring its stock to Pink Current status and to remedy the caveat emptor classification on such stock by December 31, 2023, or be subject to additional liability and damages to Atlantic Wave. Cyberlux did not comply with its contractual obligation, which is now the subject of Case No. CL24-3910, in the Circuit Court of the City of Richmond, Virginia. The damages caused by Cyberlux’s wrongful conduct is in excess of \$6,017,250 (calculated based on a 20-day rolling average share price of \$.0308577 for 195,000,000 shares).

Based on the foregoing judgment, security interest, and claims, among others, Atlantic Wave contends it is currently owed in excess of \$7,774,000, and further contends

that it is entitled to satisfy the amount owed by and through funds held by HII on behalf of or for the benefit of Cyberlux.

There are reasonable grounds to anticipate other rival claims to the same funds held by HII on behalf of or for the benefit of Cyberlux. Upon information and belief, Cyberlux is the subject of several other claims for monies due and owed by Cyberlux:

1. In Case No. 1:25-cv-00805-GPG-MDB, *Thin Air Gear, LLC, v. Cyberlux Corporation* (D.Colo.), filed on March 12, 2025, Thin Air Gear, LLC, alleges that Cyberlux is indebted to Thin Air Gear in the amount of \$365,049.42 as of November 18, 2024, including a 1.5% late fee per month on past due amounts.
2. In Cause No. 2024-48085, *Atlantic Wave Holdings, LLC, et al. v. Cyberlux Corporation, et al.*, 129th Judicial District Court, Harris County, Texas, Legalist SPV III, LP filed a *Petition in Intervention* on February 7, 2025, alleging that Cyberlux is “indebted to Legalist in the amount of \$7,313,627.17 with fees accruing at a daily rate of \$4,364.46 by virtue of their failure to satisfy their obligations under the Loan Agreement.”
3. In Case No. 24CV034906-910, *Aerotek, Inc. v. Cyberlux Corporation et al.*, In the General Court of Justice, Superior Court Division, State of North Carolina, filed on October 29, 2024, Aerotek alleges that Cyberlux is indebted to Aerotek for payroll expenses in the amount of \$204,705.45, plus interest and attorney fees.
4. In Case No. 3:24-cv-01434-AJB-DTF, *RB Capital Partners v. Cyberlux Corporation et al.* (S.D.Cal.), filed on August 12, 2024, RB Capital Partners alleges that Cyberlux is indebted to RB Capital in the amount of \$5,686,960, plus interest and attorney fees.

On the face of those pleadings, Cyberlux is allegedly indebted to other creditors in an amount in excess of \$13,500,000, not including the amount due and owed to Atlantic Wave. In addition, there is reason to believe that other creditors or stakeholders may exist that have a claim to funds held on behalf of or for the benefit of Cyberlux.

Regardless of whether Cyberlux avers that it is not liable in whole or in part to any or all of the creditors or stakeholders, such averment is not ground for objection to HII taking appropriate actions to protect funds held by HII on behalf of or for the benefit of Cyberlux. We kindly request HII take all appropriate actions to protect such funds from

CLARK J. BELOTE
KAUFMAN & CANOLES, P.C.
APRIL 24, 2025
PAGE 4 OF 4

disbursement to (or dissipation by) Cyberlux, until any and all conflicting claims to the affected funds may be resolved amongst the necessary parties or by a court of competent jurisdiction.

We are glad to further discuss the foregoing matters with you and consider any resolution beneficial and fair to all affected parties. Please let us know your availability. Time is of the essence, and we appreciate in advance your prompt attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "David A. Walton". The signature is fluid and cursive, with a prominent initial "D" and "W".

David A. Walton

EXHIBIT 9

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 8th 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.

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 5th 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.

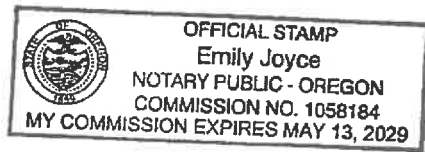
Advanced Navigation and Positioning Corporation

By: Tim Arbogast, 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)

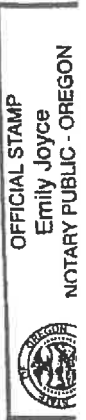


EXHIBIT 10

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION
Case No. 3:25-cv-00483-JAG

HII MISSION TECHNOLOGIES CORP.,

Plaintiff,

v.

CYBERLUX CORPORATION, et al.,

Defendants.

**ADVANCED NAVIGATION &
POSITIONING CORPORATION'S
RESPONSE TO INTERROGATORIES**

**INTERPLEADER DEFENDANT ADVANCED NAVIGATION & POSITIONING
CORPORATION'S RESPONSE TO INTERROGATORIES**

Pursuant Rules 26, 33 and 34 of the Federal Rules of Civil Procedure, and the Joint Discovery Plan entered in this case by order dated February 19, 2026 (Doc. 149) (the "Order"), Interpleader Defendant Advanced Navigation & Positioning Corporation ("ANPC"), by and through undersigned counsel, submits the following response to the interrogatory set out in Section 6(a) of the Order:

Preliminary Statement

To the best of ANPC's knowledge, information and belief, formed after reasonable inquiry, this response is complete and correct as of the date of this document. ANPC reserves the right to amend or supplement this response. ANPC also reserves the right to reference, discover or offer into evidence at the time of trial any and all facts, documents and things notwithstanding the initial response.

INTERROGATORY

- 6(a). Explain the nature of your claim to any of the proceeds that are the subject of this interpleader, including an explanation of: (a) the amount of the proceeds that you claim; (b) the legal basis for your right to the proceeds; (c) how the amount you claim became a liquidated amount**

or, if not liquidated, state so; (d) whether you claim a security interest in, lien on, or assignment of all or any portion of the proceeds and, if so, provide your claimed priority date and explain the basis for your security interest, lien, or assignment; (e) whether you claim a right to interest and, if so, the amount and basis for continuing accrual thereof, if any; (f) whether you claim a right to attorneys' fees and, if so, the basis therefore and the amount you will claim; and (g) for any creditor claiming a secured interest, identify the date(s) on which advances were made to Cyberlux or on its behalf for which any secured interest is claimed.

RESPONSES:

a. The amount of the proceeds that you claim.

ANPC claims \$3,087,878.86 of the proceeds (the "Claimed Amount").

b. The legal basis for your right to the proceeds

ANPC has a lien on the proceeds pursuant to a *Writ of Fieri Facias* filed on September 24, 2025 in Richmond County, which *Writ of Fieri Facias* was used to initiate a *Garnishment Summons* on October 8, 2025, and served on HII Mission Technologies Corp. ("HII") and Cyberlux Corporation ("Cyberlux"). ANPC filed the *Writ of Fieri Facias* and moved to garnish monies owed by Cyberlux to ANPC from garnishee HII in the amount of \$2,926,814.39 (the "Garnishment Action").

ANPC filed the *Writ of Fieri Facias* and *Garnishment Summons* because it holds a judgment against Cyberlux that has not been paid (the "Judgment"). ANPC filed a complaint against Cyberlux in North Carolina as a result of Cyberlux's breach of a purchase agreement entered into between Cyberlux and ANPC ("Purchase Agreement"). In the Purchase Agreement, ANPC agreed to provide services to Cyberlux that Cyberlux would use to produce products that Cyberlux then sold to its customer. ANPC performed under the Purchase Agreement, but Cyberlux failed to pay in full in accordance with the Purchase Agreement. ANPC received the

Judgment against Cyberlux, which Judgment was domesticated in Virginia and served as the basis for the Garnishment Summons issued to HII and Cyberlux.

ANPC also claims an equitable lien on the proceeds, which claim is set out in ANPC's Supplemental Answer to HII's Amended Complaint. Specifically, Cyberlux assigned certain funds (the "Assigned Funds") to ANPC under the Purchase Agreement, which funds were to compensate ANPC for services and assets that ANPC provided to produce the products that Cyberlux then sold to its customer. Cyberlux did not provide the Assigned Funds to ANPC upon such Assigned Funds becoming due and owing and instead retained the Assigned Funds to serve other parties and produce other products.

c. How the amount you claim became a liquidated amount or, if not liquidated, state so.

ANPC's Claimed Amount became liquidated once the Durham County Superior Court entered the Judgment in favor of ANPC against Cyberlux in *Advanced Navigation & Positioning Corporation vs. Cyberlux Corporation*, 25-CVS-005686-310 on July 21, 2025, in the amount of \$2,926,814.39, which has continued to accrue interest.

d. Whether you claim a security interest in, lien on, or assignment of all or any portion of the proceeds and, if so, provide your claimed priority date and explain the basis for your security interest, lien, or assignment.

ANPC's security interest arose when ANPC filed the *Writ of Fieri Facias* on September 24, 2025.

ANPC additionally claims an equitable lien that arose, at the earliest, on December 30, 2024, when Cyberlux breached the Purchase Agreement by failing to pay ANPC the Assigned Funds pursuant to the final invoice dated as of December 20, 2024, payment for which was due under the Purchase Agreement by December 30, 2024. Because the equitable lien arose when

Cyberlux failed to provide the Assigned Funds to ANPC in accordance with the Purchase Agreement, the equitable lien therefore arose on December 30, 2024.

- e. **Whether you claim a right to interest and, if so, the amount and basis for continuing accrual thereof, if any.**

ANPC claims \$257,828.86 of interest, which began accruing on July 21, 2025 at the legal rate of 8% on the principal amount until satisfied pursuant to N.C. Gen. Stat. §§ 24-1, 24-5.

- f. **Whether you claim a right to attorneys' fees and, if so, the basis therefore and the amount you will claim.**

ANPC is not claiming attorneys' fees as part of its Claimed Amount.

- g. **For any creditor claiming a secured interest, identify the date(s) on which advances were made to Cyberlux or on its behalf for which any secured interest is claimed.**

The amounts subject to ANPC's equitable lien were effectively advanced at the latest on December 30, 2024, when Cyberlux failed to pay ANPC pursuant to a final invoice.

This 9th day of March, 2026.

/s/ Joel D. Schwartz

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Catherine G. Clodfelter
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charlesraynal@parkerpoe.com

Counsel for ANPC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served by e-mail notification to counsel of record.

This the 9th day of March, 2026.

/s/ Joel D. Schwartz

Joel D. Schwartz
Virginia Bar No. 97979
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Washington, DC 20005-2403
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Email: joelschwartz@parkerpoe.com
Counsel for ANPC

EXHIBIT 11

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

HII MISSION TECHNOLOGIES CORP.,

Interpleader Plaintiff,

v.

CYBERLUX CORPORATION,

ATLANTIC WAVE HOLDINGS, LLC,
SECURE COMMUNITY, LLC,

LEGALIST SPV III, L.P.,

UNITED STATES OF AMERICA,

ADVANCED NAVIGATION AND
POSITIONING CORPORATION,

ASSURE GLOBAL LLC d/b/a WESHIELD,
ROMAN INVESTMENTS PR LLC,
MAS USA MGT LLC, and
MICHAEL SINENSKY,

And ROBERT W. BERLETH, solely in
his capacity as Receiver for
Cyberlux Corporation,

Interpleader Defendants/Claimants.

Civil Action No. 3:25-cv-483-JAG

**JOINT RESPONSES OF INTERVENORS ASSURE GLOBAL LLC d/b/a WESHIELD,
ROMAN INVESTMENTS PR LLC, MAS USA MGT LLC, AND MICHAEL SINENSKY
TO INTERROGATORY REGARDING NATURE OF CLAIM TO INTERPLEADER
PROCEEDS**

Pursuant to the Court's Order and the applicable Federal Rules of Civil Procedure, Intervenor Assure Global LLC d/b/a WeShield ("WeShield"), Roman Investments PR LLC ("Roman Investments"), MAS USA MGT LLC ("MAS") (as assignee of Rosewood Theater LLC), and Michael Sinensky ("Sinensky") (collectively, "Respondents"), by and through undersigned

counsel, hereby respond to the Interrogatory Regarding Nature of Claim to Interpleader Proceeds. These responses are based on information reasonably available to Respondents at this time, and are made without prejudice to Respondents' right to supplement or amend these responses as additional information becomes available, discovery proceeds, or interest continues to accrue. All dollar figures are calculated as of February 19, 2026.

GENERAL OBJECTIONS

The following General Objections apply to the Interrogatory and to each sub-part thereof and are incorporated by reference into each specific response below. Respondents' decision to respond to any sub-part notwithstanding any General Objection shall not be deemed a waiver of that objection.

1. Privilege and Work Product. Respondents object to the Interrogatory to the extent it calls for information protected by the attorney-client privilege, the work product doctrine, the joint defense or common interest privilege, or any other applicable privilege or protection. No privileged or protected information is being disclosed in these responses, and any inadvertent disclosure shall not constitute a waiver of any applicable privilege or protection.

2. Confidentiality. Respondents object to the Interrogatory to the extent it seeks information that is confidential, proprietary, or subject to a protective order or confidentiality agreement, including information subject to the confidentiality provision of the Agreement of Compromise and Settlement dated April 4, 2025 (the "Settlement Agreement"), Section 13 thereof. Respondents respond herein only to the extent compelled by the Court's Order and applicable law, and reserve all rights with respect to confidentiality.

3. **Overbreadth and Undue Burden.** Respondents object to the Interrogatory to the extent it is overly broad, unduly burdensome, or disproportionate to the needs of this case within the meaning of Federal Rule of Civil Procedure 26(b)(1). In particular, Respondents object to the extent any sub-part purports to require disclosure of all facts, documents, or communications bearing on the claim, rather than the specific information reasonably necessary to adjudicate the competing claims in this interpleader proceeding.

4. **Premature Damages Disclosures.** Respondents object to the Interrogatory to the extent it seeks information that calls for computations not yet finalized before the close of fact discovery. Respondents will disclose final damages calculations in accordance with the Court's scheduling order.

5. **Continuing Nature of Obligations.** Respondents object to the Interrogatory to the extent it purports to require a single, static, final statement of amounts due when the obligations at issue continue to accrue interest on a daily basis. The figures provided herein reflect amounts calculated as of March 9, 2026, and will continue to increase until the interpleaded funds are distributed or Cyberlux satisfies the obligations in full.

6. **Reservation of Rights.** Respondents reserve the right to supplement, correct, or amend these responses as required by Federal Rule of Civil Procedure 26(e), as discovery proceeds, and as additional information becomes available. Respondents do not waive any objection, privilege, or protection by responding to any sub-part of this Interrogatory.

INTERROGATORY AND RESPONSES

INTERROGATORY: Explain the nature of your claim to any of the proceeds that are the subject of this interpleader, including an explanation of: (a) the amount of the proceeds that

you claim; (b) the legal basis for your right to the proceeds; (c) how the amount you claim became a liquidated amount or, if not liquidated, state so; (d) whether you claim a security interest in, lien on, or assignment of all or any portion of the proceeds and, if so, provide your claimed priority date and explain the basis for your security interest, lien, or assignment; (e) whether you claim a right to interest and, if so, the amount and basis for continuing accrual thereof, if any; (f) whether you claim a right to attorneys' fees and, if so, the basis therefore and the amount you will claim; and (g) for any creditor claiming a secured interest, identify the date(s) on which advances were made to Cyberlux or on its behalf for which any secured interest is claimed.

RESPONSE TO SUB-PART (a): Amount of Proceeds Claimed.

In addition, Respondents object to this sub-part to the extent it requires a final, fixed statement of amounts claimed, as interest continues to accrue daily and the total amounts owed will increase until the interpleaded funds are distributed. Subject to and without waiving this objection and the General Objections, Respondents respond as follows.

- **WeShield:** \$3,905,541.64, consisting of \$2,916,760.00 in principal and \$988,781.64 in accrued interest through March 9, 2026.
- **Roman Investments PR LLC:** \$576,436.03, consisting of \$430,497.41 in principal and \$145,938.62 in accrued interest through March 9, 2026.
- **MAS USA MGT LLC:** \$215,062.95, consisting of \$160,614.60 in principal and \$54,448.35 in accrued interest through March 9, 2026.
- **Michael Sinensky:** \$310,097.79, consisting of \$231,589.09 in principal and \$78,508.70 in accrued interest through March 9, 2026.

RESPONSE TO SUB-PART (b): Legal Basis for Right to Proceeds.

Respondents object to this sub-part to the extent it calls for a complete recitation of all legal theories, arguments, and supporting facts, which would be more appropriately addressed through briefing on the merits. Respondents further object to the extent this sub-part seeks information protected by the attorney-client privilege or work product doctrine regarding counsel's legal analysis and litigation strategy. Respondents also object to this sub-part as premature to the extent it calls for legal contentions before the completion of fact discovery. Subject to and without waiving these objections and the General Objections, Respondents respond as follows.

WeShield's claim to the interpleaded proceeds is rooted directly in the work it performed that generated the very contract from which those proceeds flow. The Letter Agreement dated July 12, 2022 between Cyberlux Corporation and WeShield¹ formally engaged WeShield as Cyberlux's exclusive business development partner for Ukrainian government and Ministry of Defense drone contracts. Under that agreement, Cyberlux expressly committed to compensate WeShield for its role in originating and developing the opportunity.

WeShield was not a passive participant. At the time that Cyberlux was seeking business partners to help sell products in Ukraine, WeShield's founders, Roman Vintfeld and Michael Sinensky, were actively working in the region through their charity, Worldwide Friends. In fact, both WeShield and its founders all received separate commendations for their work in Ukraine. (AGWS000015-AGWS000017.) WeShield arranged meetings, demonstrations and other connections for Cyberlux in Ukraine.

¹ The Letter Agreement includes confidentiality clauses that prevent it from being produced without a Protective Order.

The HII subcontract proceeds now at issue in this interpleader, arising from Subcontract No. P000043846 and the Modification Agreement with Huntington Ingalls Industries, Inc. (“HII”), represent the downstream revenue generated from the Ukrainian drone program that WeShield originated and developed. Cyberlux acknowledged WeShield’s role and its obligations in the Agreement of Compromise and Settlement dated April 4, 2025 (the “Settlement Agreement”).² Pursuant to the Settlement Agreement, Cyberlux agreed to pay WeShield \$2,500,000.00 plus 240,000,000 shares of restricted common stock as full settlement of all obligations under the Letter Agreement (Settlement Agreement, Section 4). That settlement amount represented a material reduction from the commission WeShield would have been entitled to under the Letter Agreement’s commission structure had the full value of the Ukrainian contracts been realized. WeShield accepted this compromised sum in resolution of all disputes under the Letter Agreement.

Cyberlux failed to pay. The Settlement Agreement’s liquidated damages provision (Section 12) then began to compound Cyberlux’s liability. Despite communications regarding the status of payments and assurances, Cyberlux has not paid the amounts due to this date. (AGWS000018-AGWS000025.)

On August 11, 2025, Cyberlux confessed judgment in favor of each Respondent in the Superior Court for Durham County, North Carolina. (Confessions of Judgement, AGWS000007-AGWS000014.). Thereafter, Cyberlux and all Respondents entered into a Security Agreement granting each Respondent a perfected security interest in all of Cyberlux’s accounts receivable under Subcontract No. P000043846, the very HII proceeds now interpleaded. (Security

² The Settlement Agreement includes confidentiality clauses that prevent it from being produced without a Protective Order.

Agreement, AGWS00001; UCC-1 Filing in Nevada, AGWS000004; UCC-1 Filing in North Carolina, AGWS000006.)

WeShield's claim to the interpleaded funds is therefore grounded in: (i) its contractual right to commission under the Letter Agreement for business it directly originated and drove; (ii) Cyberlux's compromised settlement obligation under the Settlement Agreement; (iii) the liquidated damages accumulated from Cyberlux's breach of the Settlement Agreement; (iv) the perfected security interest in the specific HII proceeds at issue; and (v) the confessed judgment entered in WeShield's favor.

The remaining Respondents' claims arise from Stock Purchase Agreements dated August 26, 2022 and convertible promissory notes dated October 29, 2022 and November 1, 2022, and are likewise secured by the Security Agreement covering the same HII proceeds. MAS USA MGT LLC holds its claim as assignee of Rosewood Theater LLC, which assigned its rights under the Settlement Agreement to MAS pursuant to the Settlement Rights Assignment Agreement dated April 4, 2025. (AGWS 000026-27.) Michael Sinensky's claim includes amounts assigned to him by Roman Investments from both notes and the Stock Purchase Agreement overpayment refund.³ The legal basis for each remaining Respondent's claim is: (i) the Settlement Agreement; (ii) the applicable notes and stock purchase agreements; (iii) the Security Agreement and UCC-1 Filing No. 2025517121-6, filed with the Nevada Secretary of State on October 23, 2025; and (iv) the Confessions of Judgment filed August 11, 2025.

³ This assignment arrangement is also covered in the Settlement Agreement, which cannot be produced without a Protective Order.

RESPONSE TO SUB-PART (c): Liquidation of Amount.

Respondents object to this sub-part to the extent it calls for a definitive, static statement of a liquidated amount when the obligations accrue interest daily and the final amount distributable to Respondents will depend on the Court's priority rulings and the total amount of interpleaded funds available. Subject to and without waiving this objection and the General Objections, Respondents respond as follows.

Subject to the foregoing objections, the amounts claimed are liquidated. The Settlement Agreement fixed Cyberlux's payment obligations to each Respondent with specificity. Section 12 of the Settlement Agreement includes a liquidated damages formula, and the Security Agreement dated September 24, 2025 separately reflects the then-outstanding principal balances owed to each Respondent based on that formula. The Security Agreement also provides for continuing interest at 0.3% per business day. The figures in subpart (a) are calculated through March 9, 2026 using the 0.3% per business day rate under the Security Agreement. Because interest continues to accrue, the total amounts due will increase until paid.

RESPONSE TO SUB-PART (d): Security Interest; Priority Date; Basis.

Respondents object to this sub-part to the extent it calls for a legal conclusion regarding the validity, perfection, or priority of Respondents' security interest relative to those of other claimants, which is a legal determination to be made by the Court. Respondents further object to this sub-part as premature to the extent it calls for a final priority determination before all relevant priority evidence has been developed in discovery. Subject to and without waiving these objections and the General Objections, Respondents respond as follows.

Subject to the foregoing objections, each Respondent claims a security interest in the interpleaded proceeds. On September 24, 2025, Cyberlux granted each Respondent a security interest in all of Cyberlux's right, title, and interest in the Collateral, expressly defined to include "all accounts, including without limitation the accounts-receivable of Subcontract No. P000043846 payable by HII Mission Technologies Corp. or its predecessor," as well as chattel paper, commercial tort claims, deposit accounts, equipment, fixtures, general intangibles, goods, instruments, investment property, proceeds, cash and cash equivalents, and letter of credit rights (Security Agreement, AGWS000001, Section 2.1). A UCC-1 Financing Statement was filed with the Nevada Secretary of State on October 23, 2025, Filing No. 2025517121-6. (AGWS000004.) A UCC-1 Financing Statement was filed with the North Carolina Secretary of State also on October 23, 2025, Filing No. 20250156500H. (AGWS000006.) Respondents' claimed priority date is October 23, 2025, the date of UCC-1 filing. The legal basis is the Security Agreement and UCC Article 9 as adopted in Nevada and North Carolina. Respondents reserve all rights with respect to priority as against other claimants, which is a matter for the Court to determine.

RESPONSE TO SUB-PART (e): Claim to Interest; Amount and Basis.

Respondents object to this sub-part to the extent it calls for a final, fixed statement of interest accrued, as interest continues to accrue on a daily basis and cannot be definitively quantified until the interpleaded funds are distributed or the obligations are satisfied. Subject to and without waiving this objection and the General Objections, Respondents respond as follows.

Subject to the foregoing objections, yes, each Respondent claims interest. As set forth in subpart (a), accrued interest through March 9, 2026 is: WeShield, \$988,781.64; Roman Investments, \$145,938.62; MAS USA MGT LLC, \$54,448.35; and Michael Sinensky, \$78,508.70. Interest continues to accrue at 0.3% per business day on the outstanding principal balance of each

Respondent pursuant to the Security Agreement. The Security Agreement applies to the following principal balances: \$2,916,760.00 (WeShield); \$430,497.41 (Roman Investments); \$160,614.60 (MAS USA MGT LLC); and \$231,589.09 (Michael Sinensky).

RESPONSE TO SUB-PART (f): Attorneys' Fees.

Respondents are not claiming attorneys' fees as part of its award. The per day interest charge is intended to cover the costs incurred in Respondents' recovery, including attorneys' fees.

RESPONSE TO SUB-PART (g): Dates of Advances to Cyberlux.

Respondents object to this sub-part to the extent the phrase "advances made to Cyberlux or on its behalf" is vague and ambiguous, and to the extent it calls for information beyond what is relevant to the priority determination at issue in this proceeding. Respondents further object to this sub-part to the extent it is addressed to WeShield, whose claim does not arise from a cash advance to Cyberlux but rather from services rendered and commissions earned under the Letter Agreement, as compromised in the Settlement Agreement. Subject to and without waiving these objections and the General Objections, Respondents respond as follows.

The claims of Rosewood (now MAS USA MGT LLC), Roman Investments, and Michael Sinensky arise from various investments made through convertible notes and share purchases made through Share Purchase Agreements that were addressed as part of the Settlement Agreement. WeShield's claim arises from services rendered and commissions earned under the Letter Agreement, as compromised in the Settlement Agreement and Security Agreement.

Dated: March 9, 2026

Respectfully submitted,

/s/ Jared Paul Marx

Jared Paul Marx

VSB# 91213

Amy Richardson

Admitted Pro Hac Vice

HWG LLP

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*Counsel for Intervenors Assure
Global LLC d/b/a WeShield, Roman
Investments PR LLC, MAS USA
MGT LLC, and Michael Sinensky*

EXHIBIT 12

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

HII MISSION TECHNOLOGIES CORP.,

Interpleader Plaintiff

v.

**CYBERLUX CORPORATION;
ATLANTIC WAVE HOLDINGS, LLC;
SECURE COMMUNITY, LLC;
LEGALIST SPV III, LP; UNITED
STATES OF AMERICA; ADVANCED
NAVIGATION AND POSITIONING
CORPORATION; and ROBERT W.
BERLETH, solely in his capacity as
Receiver for Cyberlux Corporation,**

Civil Action No: 3:25-cv-483-JAG

Interpleader Defendants/Claimants

**FAIRWINDS TECHNOLOGIES, LLC'S
RESPONSE TO THE JOINT DISCOVERY PLAN
INTERROGATORY AND DOCUMENT REQUESTS**

Now comes Interpleader Defendant/Claimant Fairwinds Technologies, LLC ("Fairwinds"), who submits the following responses to the Interrogatory and Document Requests agreed to by all Parties in the Joint Discovery Plan [Doc. 147] filed with the Court on February 12, 2026, as follows:

INTERROGATORY:

Explain the nature of your claim to any of the proceeds that are the subject of this interpleader, including an explanation of:

- (a) The amount of the proceeds that you claim.

Response:

Cyberlux owes Fairwinds \$2,348,542.00.

(b) The legal basis for your right to the proceeds.

Response:

The debt is related to a Teaming Agreement initially entered into by Cyberlux and Fairwinds on October 3, 2022, whereby Fairwinds agreed to assist Cyberlux to secure a contract for the sale of Cyberlux Model K8 Aircraft (“Drones”) and in exchange would be given the opportunity to serve as prime contractor for the sale of the aircraft, or if another party was chosen to serve as prime contractor, would receive eight percent (8%) of the contract value associated with the first 1000 Drones delivered. When HII was chosen as Prime Contractor, Cyberlux and Fairwinds entered into a Strategic Business Development Service and Supply Teaming Contract (the “Contract”) on June 7, 2023. that reaffirmed that Cyberlux would pay Fairwinds eight (8%) of the value of the first 1000 Drones delivered to HII. On July 8, 2025, Mark Schmidt, Cyberlux’s Chief Executive Officer, sent Fairwinds a spreadsheet backed up by invoices to HII documenting the amount Cyberlux invoiced HII for the Drones and the amount due Fairwinds in exchange for the consulting and business support services Fairwinds had provided Cyberlux. Fairwinds responded by issuing an invoice to which Mr. Schmidt said would be paid to Fairwinds out of the remaining amount HII owed to Cyberlux. Cyberlux told Fairwinds those are the funds placed in deposit with the Court. Cyberlux does not dispute the validity of the agreements between it and Fairwinds, the amount due to Fairwinds, or the fact that Mr. Schmidt told Fairwinds it would be paid that amount out of the remaining funds HII owed to Cyberlux, the same funds deposited with the Court.

(c) How the amount you claim became a liquidated amount or, if not liquidated, state so.

Response:

The amount was liquidated on or about July 8, 2025, when Cyberlux sent to Fairwinds a spreadsheet detailing the amount owed to Fairwinds on its commission based upon the total amount Cyberlux had invoiced HII.

(d) Whether you claim a security interest in, lien on, or assignment of all or any portion of the proceeds and, if so, provide your claimed priority date and explain the basis for your security interest, lien, or assignment.

Response:

None.

(e) Whether you claim a right to interest and, if so, the amount and basis for continuing accrual thereof, if any.

Response:

None.

(f) Whether you claim a right to attorneys' fees and, if so, the basis therefore and the amount you will claim.

Response:

None.

(g) For any creditor claiming a secured interest, identify the date(s) on which advances were made to Cyberlux or on its behalf for which any secured interest is claimed.

Response:

Not applicable.

DOCUMENT REQUEST i:

- i. Documents supporting or otherwise concerning your answer to the above interrogatory.

Response:

Documents responsive to this request are labeled Fairwinds-0001 through Fairwinds-0132.

DOCUMENT REQUEST ii:

- ii. All documents on which you rely to assert any security interest in, lien on, or assignment of the proceeds that are the subject of this interpleader.

Response:

Not applicable.

Date: March 9, 2026

Respectfully submitted,



ALEXANDER N. BRECKINRIDGE V
(VSB #74708)

MARK A. MINTZ (admitted *pro hac vice*)
JONES WALKER LLP
1 M Street SE, Suite 600
Washington, DC 20003
Telephone: (202) 203-1021
Facsimile: (202) 203-0000
abreckinridge@joneswalker.com
mmintz@joneswalker.com
*Counsel for Intervenor,
Fairwinds Technologies, LLC*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing response was served via email on all counsel of record.

This the 9th day of March, 2026.



ALEXANDER N. BRECKINRIDGE V

CERTIFICATION

I, Thomas Wirth, General Counsel of Fairwinds Technologies LLC, declare under penalty of perjury under the laws of the United States of America that: I am duly authorized to verify the foregoing interrogatory responses and document requests on behalf of Fairwinds Technologies, LLC; that the information contained in the foregoing responses has been collected and the responses prepared with the advice and assistance of counsel; and that, subject to any inadvertent or undiscovered errors, and based on the records and information still in existence and thus far discovered, the foregoing responses are true and correct.



THOMAS WIRTH, Esq.
General Counsel of Fairwinds Technologies, LLC

EXHIBIT 13

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

HII MISSION TECHNOLOGIES CORP.,	§	
<i>Interpleader Plaintiff,</i>	§	
	§	
v.	§	Civil Action No. 3:25-cv-00483-JAG
	§	
CYBERLUX CORP., <i>et al.</i> ,	§	
<i>Interpleader Defendants/Claimants.</i>	§	

**INTERPLEADER DEFENDANT’S, ROBERT W. BERLETH, AS RECEIVER,
RESPONSES TO THE JOINT DISCOVERY PLAN DISCOVERY REQUESTS**

Interpleader Defendant/Claimant, Robert W. Berleth, as Receiver (the “**Receiver**”), by counsel, hereby submits the following responses to the Joint Discovery Plan Order entered on February 19, 2026 [Doc. 149].

a. **Interrogatory**: Explain the nature of your claim to any of the proceeds that are the subject of this interpleader, including an explanation of: (a) the amount of the proceeds that you claim; (b) the legal basis for your right to the proceeds; (c) how the amount you claim became a liquidated amount or, if not liquidated, state so; (d) whether you claim a security interest in, lien on, or assignment of all or any portion of the proceeds and, if so, provide your claimed priority date and explain the basis for your security interest, lien, or assignment; (e) whether you claim a right to interest and, if so, the amount and basis for continuing accrual thereof, if any; (f) whether you claim a right to attorneys’ fees and, if so, the basis therefore and the amount you will claim; and (g) for any creditor claiming a secured interest, identify the date(s) on which advances were made to Cyberlux or on its behalf for which any secured interest is claimed.

OBJECTION: The Receiver objects to this interrogatory to subparts (a), (b), (d), (e), and (f) to the extent that they seek disclosure of legal theories, mental impressions, conclusions,

opinions, or legal strategies of counsel, which are protected from disclosure by the attorney-client privilege and or the work product doctrine under the Federal Rules of Civil Procedure 26(b)(3)(B).

RESPONSE: Subject to and without waiving the foregoing objections, Interpleader Defendant Robert W. Berleth states the following: Robert Berleth is an Interpleader Defendant and the Court appointed receiver in cause number 2024-48085, in a case styled *Atlantic Wave Holdings, LLC and Secure Community, LLC. v. Cyberlux Corporation and Mark D. Schmidt* in the 129TH District Court in Harris County, Texas. The Receiver maintains an interest in representing the Creditors of Cyberlux. All subpart responses below are responded subject to and without waiving the foregoing objections.

(a) As the Court appointed receiver, the Receiver is claiming proceeds that will be determined by the Court and to be apportioned amongst various Creditor(s) represented by the Receiver. Notwithstanding, the Receiver is unable to provide an amount of the proceeds at this time because the 129TH District Court has not established the final receiver's fee. Providing any amount would be speculative and not a final amount of the fees that the Receiver claims because the final receiver's fee will be determined by the 129TH District Court based, in part, on the Order Appointing Receiver. This is addressed further in the response to subpart (b).

(b) The Receiver's claims to the funds are based in two tranches. Firstly, additional creditors have since intervened and proposed expanding the receivership to include many creditors of Cyberlux that are not parties to this interpleader action, but are due funds both in equity and in law. This group of creditors (the "**Consortium**") have urged the Receiver and 129TH District Court to include payment of their legal and legitimate claims against Cyberlux. While some of the Consortium members are parties to the Interpleader, many of the other creditor's claims are too small to justify the legal expense of intervening in the interpleader (e.g. employee payroll claims).

The Receiver is diligently working with these several dozen creditors to bring a stipulated settlement agreement by the Consortium to the Court for the settlement conference, provided the Court in Harris County expands the Receivership. The stipulated agreement will contain a disbursement of the funds being held in the registry of the Court, and will satisfy some ~20 litigations pending across the country. The Receiver's claims are furthered by the agreement of the Consortium and proposed expansion order of the Receivership to include "all creditors."

Secondly, the Receiver had actual physical possession of the drones and still possesses all remaining property of Cyberlux as early as January 16, 2025, but not later than May 22, 2025 to date. The drone assets were carefully inventoried by the Receiver and his staff, then delivered to HII by the Receiver for payment of the entire Corpus of funds from the federal government currently being held in the registry of the Court.

The Order Appointing Receiver, pages 18-19, ¶ 53 is instructive when determining the Receiver's fees and expenses. "Specifically, the Court may award the Receiver 33% of collected funds should the Receiver collect the full amount of judgment." *See* Order Appointing Receiver, pages 18-19, ¶53. Receiver successfully collected the judgment and he is entitled to at least 25% and up to 33% of the total amounts collected, including, but not limited to, the Corpus interpleaded into the registry of the Court, and his expenses that are currently in excess of \$550,000.00. Receiver is entitled to collect his fees and expenses that have not been ruled on by the 129TH District Court. Providing an amount of legal fees at this time is speculative and any amount stated in this sub-part is subject to change. Thusly, by a strict interpretation of the Order Appointing Receiver, the Receiver is therefore entitled 25% of the Corpus as his reasonable fees for work performed in the collection of the drones which have since been liquidated to the funds held by the Court's registry.

(c) The Receiver’s claim is based upon the possession of the physical assets (drones) that have since been tendered to the federal government and liquidated as the corpus of funds currently being held in the registry of the Court. Some members of the Consortium have claims for component part claims.

(d) Pursuant to the Order Appointing Receiver, at pg. 4, ¶ 10, “the Receiver will have a judicial lien on all non-exempt assets of Debtor. . . . No one—not even a lien holder with a prior filed deed of trust—can sell property held in *custodia legis* by a duly appointed Receiver without first obtaining approval from the Court in which the Receivership is pending.” Citing *First Southern Properties, Inc. v. Vallone*, 553 S.W. 2d 339, 343 (Tex. 1976).

(e) The Receiver does not claim interest at this time.

(f) The basis for a claim to attorneys’ fees and costs is the damages incurred in the defense of this matter as the Court appointed receiver, which is a percentage of amounts recovered.

(g) Receiver claims a secured interest by judicial lien as of January 16, 2025.

b. Document Requests:

- i. Documents supporting or otherwise concerning your answer to the above interrogatory.

Response: Documents pertaining to Robert W. Berleth’s appointment as receiver and documents related to the role as receiver for Cyberlux Corporation, in the Harris County 129TH District Court, Texas, are being produced. Responsive documents are produced herewith as Berleth_0001-Berleth_1328.

- ii. All documents on which you rely to assert any security interest in, lien on, or assignment of the proceeds that are the subject of this interpleader.

Response: Documents pertaining to Robert W. Berleth's appointment as receiver in cause number 2024-48085, in a case styled *Atlantic Wave Holdings, LLC and Secure Community, LLC. v. Cyberlux Corporation and Mark D. Schmidt* in the 129TH District Court in Harris County, Texas are produced as Berleth_0001-Berleth_1328.

Dated: March 9, 2026

Respectfully submitted by:

/s/ Robert N. Drewry

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*Counsel for the Appointed Receiver,
Robert W. Berleth, as Receiver for Cyberlux
Corporation*

CERTIFICATE OF SERVICE

I hereby certify that on March 9, 2026, I served *Interpleader Defendant's, Robert W. Berleth, as Receiver, Responses to the Joint Discovery Plan Discovery Requests* by e-mail on the following:

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EXHIBIT 14



**CONFIDENTIAL INFORMATION
REDACTED**

Mission Technologies

**Modification No. 4 to Subcontract No. P000043846
To Effectuate a Termination Settlement**

This Modification No. 4 to Effectuate a Termination Settlement (the "Agreement"), effective as of February 26, 2025, is made by and between HII Mission Technologies Corp. ("HII"), a Delaware company with offices located at 8350 Broad St., Suite 1400, McLean, VA 22102, and Cyberlux Corporation ("Cyberlux"), a Nevada company with offices located at 800 Park Offices Drive, Suite 3209, Research Triangle Park, NC 27709 (each a "Party," and collectively, "the Parties").

WHEREAS, the Parties entered into Subcontract No. P000043846, dated August 29, 2023 (the "Subcontract"), issued under HII's Prime Task Order 47QFCA22F0039 and Technical Direction Letter 1-023 ("TDL 23") supporting the Department of the Navy and the General Services Administration, Federal Systems Integration and Management Center (each and collectively, the "Government");

WHEREAS, on December 22, 2023, the Government issued a Stop-Work Order on the TDL 23 work scope, and HII in turn issued a Stop-Work Order on the Subcontract to Cyberlux (the "SWO");

WHEREAS, the Government terminated the TDL 23 work scope for convenience on May 13, 2024, and HII subsequently exercised the termination provisions of Subcontract Section 32.1 on May 17, 2024; and

WHEREAS, Cyberlux has asserted entitlement to payment under Subcontract Section 32.1, and following negotiation, the Parties now wish to resolve any disagreement and reach a settlement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements exchanged herein and other good and valuable consideration, the Parties agree as follows:

1. Review and Approval.

- a. The Parties acknowledge that, pursuant to FAR 49.108-3, the Government expects HII to submit a subcontractor settlement to the Government Contracting Officer for review and approval. Accordingly, the Parties agree that Sections 3 through 6 of this Agreement shall become effective and enforceable only if and when the Government Contracting Officer approves of the Agreement.
- b. Following execution of the Agreement, HII will promptly submit the Agreement to the Government Contracting Officer as a contractor settlement. Thereafter, HII will promptly notify Cyberlux if the Government Contracting Officer approves of the Agreement. The Parties shall cooperate in good faith to obtain such approval. In furtherance of that effort, Cyberlux shall cooperate with any audit or other review directed or conducted by the Government in connection with its review of this Agreement, including by granting the Government or its designee access to all books, records, documents, and other information relating to the Subcontract.

- 2. Stand Still.** During the period of the Government's review of the Agreement, neither Party shall file or otherwise pursue any judicial or other action for money damages against the other with respect to the Subcontract or termination, unless that Party first confers with the other in good faith to discuss options for resolution without such action.

A division of HII

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