

**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**

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**DECLARATION OF BRIAN STOUT IN SUPPORT OF  
LEGALIST SPV III, L.P.'S MOTION FOR SUMMARY JUDGMENT**

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I, Brian Stout, pursuant to the provisions of 28 U.S.C. § 1746, declare:

1. I am over 18 years old and of sound mind. The following information is based on my personal knowledge and I am competent to testify on the matters herein.

2. I work for Legalist SPV III, L.P. (“Legalist”), as Investment Lead of Government Receivables. I have held this position since February 2024.

3. Legalist is in the business of providing revolving lines of credit to fund business operations, with a focus on legal assets, including government receivables lending.

4. On March 27, 2024, Legalist entered into a Government Purchase Order Financing Agreement with Cyberlux, whereby Legalist would provide a line of credit for Legalist to fund operational expenses. A true and correct copy of the Government Purchase Order Financing Agreement is attached as **Exhibit 1**.

5. On July 14, 2024, Legalist and Cyberlux entered into an Amended and Restated Government Purchase Order Financing Agreement which raised the limit on the line of credit and

required various warranties from Cyberlux. A true and correct copy of the Amended and Restated Government Purchase Order Financing Agreement is attached as **Exhibit 2**.

6. On April 29, 2025, Legalist and Cyberlux entered into a Second Amended and Restated Government Purchase Order Financing Agreement (“Financing Agreement”), which acknowledged that Cyberlux had defaulted, temporarily raised the credit limit, and provided Legalist additional compensation and protections based on Cyberlux’s default. A true and correct copy of the Second Amended and Restated Government Purchase Order Financing Agreement is attached as **Exhibit 3**.

7. The Financing Agreement provided Legalist “a continuing lien on and security interest in all [Cyberlux’s] assets . . . including its now existing and hereafter arising rights and interests in . . . contract rights or rights to payment of money . . . [and] accounts receivable.” Ex. 3, ¶ 10.

8. On April 1, 2024, Legalist filed UCC financing statements in the office of the Secretary of State for Nevada and North Carolina identifying its lien on Cyberlux’s assets, including its accounts receivable (the “UCC Statements”). True and correct copies of the UCC Statements are attached as **Exhibit 4**.

9. As part of the underwriting process for the Financing Agreement, Legalist requested that Cyberlux provide a copy of any contracts currently awarded for which operational expenses would be financed under the Financing Agreement. Cyberlux provided a copy Subcontract No. P000043846 between Cyberlux and HII Mission Technologies Corp. (“HII”) which I understand is the source of the funds at issue in this litigation (“the HII Contract”).

10. Cyberlux also informed Legalist that the HII Contract was the only current contract they anticipated the Financing Agreement would support.

11. To receive a capital advance under the Financing Agreement, Cyberlux had to submit a completed Request for Disbursement, which was attached as Exhibit B to each of the financing agreements. *See* Exs. 1–3, at ¶ 8 & Ex. B.

12. Between April and October 2024, Cyberlux requested and Legalist advanced \$6,950,000 in capital pursuant to the Financing Agreement, as shown in the chart below. True and correct copies of the ten Requests for Disbursement submitted by Cyberlux are attached as **Exhibit 5**.

RFD No.	RFD Date	Advance Date	Amount
1	3.29.2024	4.9.2024	\$1,800,000.00
2	3.29.2024	4.19.2024	\$500,000.00
3	4.26.2024	5.2.2024	\$500,000.00
4	6.14.2024	6.26.2024	\$142,000.00
5	7.1.2024	7.5.2024	\$53,000.00
6	7.11.2024	7.16.2024	\$2,500,000.00
7	7.29.2024	8.2.2024	\$650,000.00
8	8.14.2024	8.27.2024	\$535,000.00
9	8.27.2024	10.3.2024	\$150,000.00
10	[blank]	10.3.2024	\$120,000.00

13. After it was filed on July 30, 2024, Cyberlux made Legalist aware of a judgment enforcement action brought by Atlantic Wave Holdings, LLC and Secure Community, LLC (collectively, “Atlantic Wave”) against Cyberlux in Harris County, Texas (Cause No. 2024-48085) (the “Texas Action”).

14. In May 2025, Cyberlux approached Legalist through counsel about paying the judgment and fees requested in the Texas Action. Legalist had authority to do so under the power of attorney granted in Paragraph 20 of the Financing Agreement, which appoints Legalist as Cyberlux’s attorney in fact to take various actions, including to “(iv) discharge past due taxes, assessments, charges, fees, or liens on the Collateral; . . . 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.”

15. Legalist was informed through counsel that at a hearing in the Texas Action on June 9, 2025, the Receiver represented that the receivership would terminate if the Receiver received the full amount of the claimed judgment, interest, costs, and fees, which totaled just under \$3.1 million.

16. On or about June 11, 2025, through counsel, Legalist wired the sum of \$3,083,639.75 to the Receiver in the Texas Action on behalf of Cyberlux to satisfy the underlying judgment, then-accrued interest, and certain costs and fees claimed by the Receiver. A true and correct copy of the receipt for this wire transfer is attached as **Exhibit 6**.

17. As of April 15, 2026, Cyberlux's total indebtedness to Legalist is \$13,608,702.73, comprising of:

- a. \$10,033,639.75 in principal;
- b. \$2,900,646.70 in unpaid interest;
- c. \$112,500.00 for a commitment fee;
- d. \$53,000.00 for a forbearance fee;
- e. \$312,959.85 in paid legal fees and costs; and
- f. \$195,956.43 in unpaid legal fees and costs.

A true and correct copy of a Payoff Statement identifying Cyberlux's total indebtedness to Legalist as of April 15th, 2026, is attached as **Exhibit 7**.

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

Executed on April 15, 2026.

Signed by:  
*Brian Stout*  
By: 3E53FA174222434  
Brian Stout