

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

JAMES CURTIN

Plaintiff

v.

Civil Action No. 3:35-cv-00596

CHUCK WATTS, individually and in his
capacity as former City Attorney for
Greensboro, North Carolina, and Special
Counsel to Cyberlux Corporation,

WATTS LAW, PLLC,

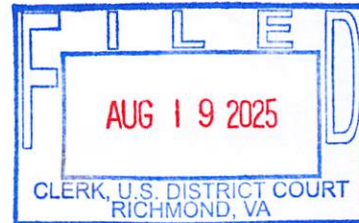
CYBERLUX CORPORATION,

CITY OF GREENSBORO

HII MISSION TECHNOLOGIES
CORPORATION

PARTIES TO BE NAMED;

Defendants.



Jury Trial Demanded.

FIRST AMENDED COMPLAINT

Plaintiff James Curtin alleges as follows:

INTRODUCTION

1. This action arises from a calculated and escalating campaign of retaliation, intimidation, and professional sabotage orchestrated by Chuck Watts and his associates after Plaintiff exposed serious legal, financial, and ethical risks associated with Cyberlux Corporation and its handling of federally funded contracts.

2. Plaintiff James Curtin is a defence industry–focused strategic advisor and technologist, business owner, and author who uncovered and reported evidence of misconduct, regulatory violations, and reputational threats involving Cyberlux Corporation—a publicly traded company seeking to partner with Plaintiff’s client. Rather than address these issues, Defendants engaged in a coordinated pattern of doxxing, threats, online harassment, and direct interference with Plaintiff’s professional relationships, in retaliation for Plaintiff’s whistleblower-style reporting.
3. The campaign included coordinated attacks by social media aliases, paid promoters, public exposure of Plaintiff’s identity, direct intimidation of business partners and clients, and a chilling effect on Plaintiff’s ability to work, publish, and pursue business opportunities.
4. Defendant Chuck Watts—acting simultaneously as both City Attorney for Greensboro, North Carolina, and Special Counsel to Cyberlux—used his professional and legal authority to enable, participate in, or wilfully ignore the unlawful acts committed against Plaintiff.
5. As a result, Plaintiff has suffered the destruction of valuable business opportunities, the loss of creative and professional autonomy, severe emotional distress, and significant personal and reputational harm. Plaintiff brings this action to hold Defendants accountable and to recover all damages, both economic and non-economic, resulting from Defendants’ conduct.
6. This amended complaint adds allegations that the ongoing negligent supervision by Defendant HII Mission Technologies Corp. and the City of Greensboro enabled agents of Cyberlux, including Mark D. Schmidt, Bill Maadarani, Denis Kalenja, and Chuck Watts,

to engage in a campaign of retaliation intended to silence Plaintiff's protected reporting on misuse of FMF funds and fraud against the U.S. taxpayer.

7. Plaintiff's reporting concerned performance, compliance, and payment flows under the \$78.8 million FMF-funded subcontract between HII (prime) and Cyberlux (sub), including the questionable \$38.7 million advance payment to an unqualified subcontractor, which directly enabled the misuse of taxpayer funds documented in Plaintiff's publications.
8. The City of Greensboro, through its mayor, city council, and legal department, knew of Mr. Watts's outside legal work for Cyberlux while serving as City Attorney, authorized such work (see Exhibit DD), permitted City resources to be used for non-City clients, and made payments to Thompson Coburn LLP during this period without explanation of municipal purpose.

JURISDICTION

9. This Court has subject-matter jurisdiction over this action under 28 U.S.C. § 1331 because the claims involve substantial questions of federal law, including but not limited to violations and potential violations of: 41 U.S.C. § 4712 (whistleblower protections for contractor employees), 18 U.S.C. § 1343 (wire fraud), 18 U.S.C. § 1001 (false statements), 18 U.S.C. § 1512 (obstruction of justice and witness tampering), 18 U.S.C. § 2261A and § 875(c) (interstate stalking and threats), and federal procurement and export control regimes such as the FAR, DFARS, ITAR, and FCPA. These claims also implicate the administration and oversight of a federally funded Foreign Military Financing (FMF) subcontract.

10. Jurisdiction also exists under 28 U.S.C. § 1332 because there is complete diversity of citizenship between Plaintiff and all Defendants, and the amount in controversy exceeds \$75,000, exclusive of interest and costs. Plaintiff is a citizen of New York. Defendants are citizens of states other than New York, including but not limited to North Carolina (Watts, Watts Law PLLC, City of Greensboro) and Virginia (HII Mission Technologies Corp.).
11. This Court has supplemental jurisdiction over Plaintiff's state-law claims under 28 U.S.C. § 1367 because those claims are so related to the federal claims that they form part of the same case or controversy under Article III of the United States Constitution.
12. The Court has personal jurisdiction over each Defendant pursuant to Fed. R. Civ. P. 4(k)(1)(A) and Virginia's long-arm statute, Va. Code § 8.01-328.1(A), because Defendants have purposefully availed themselves of the privilege of conducting activities within Virginia, and because the claims arise from or relate to those activities. Defendants engaged in acts both inside and outside Virginia with the knowledge and intent that such acts would cause harm in Virginia.
13. Specific personal jurisdiction is proper because Defendants' conduct is tied to a \$78.8 million FMF-funded subcontract between Cyberlux Corporation and HII Mission Technologies Corp., a Virginia-based entity with its principal place of business in this District, and to related performance, compliance, and retaliatory acts directed toward Virginia. This includes communications and coordination aimed at satisfying contract conditions within this District and actions intended to cause economic and reputational injury to Plaintiff's Virginia-based business operations.

14. The exercise of jurisdiction over Defendants comports with due process, as their contacts with Virginia are such that they could reasonably anticipate being drawn into court here, and exercising jurisdiction is consistent with fair play and substantial justice.

VENUE

15. Venue is proper in the Eastern District of Virginia under 28 U.S.C. § 1391(b)(1) because Defendant HII Mission Technologies Corp. resides in this District for venue purposes under § 1391(c)(2), and under § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this District.

16. The operative facts of this action are centered in this District: the \$78.8 million FMF-funded subcontract at issue was between Cyberlux Corporation and HII Mission Technologies Corp., which maintains its principal place of business in this District; performance, oversight, acceptance, and compliance activities were administered or coordinated in this District; and the alleged retaliatory acts were undertaken to suppress reporting concerning contract performance and compliance linked to activities in this District.

17. The subcontract between HII Mission Technologies Corp. and Cyberlux Corporation contains a Virginia venue and choice-of-law provision (see Exhibit BB), further supporting venue in this Court.

18. Related litigation arising from the same set of transactions and facts—HII Mission Technologies Corp. v. Cyberlux Corporation, et al., No. 3:25-cv-00483—is already pending before this Court, and judicial economy, consistency of rulings, and avoidance of duplicative proceedings strongly favor venue here.

19. Plaintiff operates his business in Virginia, and substantial economic, reputational, and professional injuries alleged herein were suffered in this District. Defendants' conduct, including acts of retaliation, interference, conspiracy, and negligent supervision, caused harm felt within the Eastern District of Virginia, satisfying venue under § 1391(b)(2).
20. In the alternative, if venue were contested, transfer to this District would be warranted under 28 U.S.C. § 1404(a) because of the location of HII, the related interpleader action pending here, the concentration of relevant witnesses and evidence in Virginia, and the strong local interest in adjudicating disputes involving federal contract oversight and the stewardship of taxpayer funds in this District.

PARTIES

21. Plaintiff James Curtin is an individual residing in the State of New York. He is the owner and principal of Carotank Road Holdings Inc, a Virginia corporation engaged in consulting and technology development focused on defense and dual-use innovation. Plaintiff is also an author publishing under the pen name "Jackson Holt."
22. Defendant Chuck Watts is sued individually and, in his capacity, as former City Attorney for Greensboro, North Carolina, and as Special Counsel to Cyberlux Corporation. At all relevant times, Watts acted under color of law, as a legal agent for Cyberlux and Mark Schmidt, and as an individual participant in the conduct described herein.
23. Defendant Watts Law, PLC is, upon information and belief, a professional limited liability company organized under the laws of North Carolina, with its principal place of business at 732 Ninth Street #553, Durham, NC 27705 At all relevant times, Watts Law, PLC acted by and through its principal, Chuck Watts, in the acts described herein.

24. Defendant Cyberlux Corporation is a publicly traded company incorporated under the laws of Nevada, with operations and contracting activity in multiple states including Texas and Virginia. At all relevant times, Cyberlux employed Chuck Watts as Special Counsel and benefited from his legal services, which included coordinating supplier certifications, legal strategy, and document transmission related to federal contract performance. Cyberlux's CEO, Mark D. Schmidt, declared under oath (See Exhibit CC) that he exercises final authority over all company operations, contracts, and personnel. Despite this, Cyberlux has not disclaimed or clarified Mr. Watts's authority. Plaintiff submitted a written inquiry to the company's listed legal counsel on August 5, 2025; no response was provided. Cyberlux also failed to supervise, limit, or investigate retaliatory conduct that directly benefited the company, giving rise to its liability in this action.

25. Defendant City of Greensboro is a municipal corporation organized and existing under the laws of the State of North Carolina. At all relevant times, it employed Charles "Chuck" Watts as its City Attorney. The City, through its elected officials and senior administrators and certain employees, was aware that Mr. Watts was performing outside legal work while serving in that role. According to Mr. Watts himself, the Greensboro City Council authorized his outside legal activity (see exhibit DD). Despite this knowledge, the City failed to restrict, supervise, or prevent Mr. Watts's use of municipal infrastructure to perform legal services for private clients, including Cyberlux Corporation, resulting in reputational and legal harm to Plaintiff.

26. Defendant HII Mission Technologies Corp. ("HII") is a corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business in McLean, Virginia. At all relevant times, HII was the prime contractor under a Foreign Military

Financing (“FMF”)-funded subcontract with Defendant Cyberlux Corporation. HII had contractual and legal obligations to perform due diligence on subcontractor qualifications, monitor compliance with applicable federal contracting regulations, and oversee the use of advance payments, including the \$38.7 million advance payment disbursed to Cyberlux.

27. The true names and capacities of additional individuals and entities involved in the conspiracy—including current and former officials at the City of Greensboro, insiders and executives at Cyberlux, paid promoters, burner accounts, and other third parties—are presently unknown to Plaintiff. Plaintiff will seek leave to amend this complaint to add additional defendants as their identities and roles become known through discovery.

FACTUAL BACKGROUND

28. At all times relevant, Plaintiff’s reporting and commentary on Cyberlux Corporation and its activities—including articles, tweets, and posts referencing third-party companies—were grounded entirely in public records, government filings, and facts available through lawful channels. Plaintiff’s intent was to inform the public, industry stakeholders, and business partners of material risks, not to interfere with any contractual or business relationship. Plaintiff operates his business within the Eastern District of Virginia, and the harm from the acts described herein was felt in this District.

29. Since November 2024, Plaintiff has published a series of articles under the name “Jackson Holt” concerning Cyberlux’s alleged misuse of FMF funds, compliance irregularities, and related disclosures. Each article was published with a standing disclaimer inviting readers to provide verifiable corrections and to independently verify the reporting. At no time has Plaintiff received a cease-and-desist letter, retraction

demand, or other formal legal communication from Cyberlux or its counsel challenging the accuracy of the reporting or seeking to halt publication. (See Exhibits P–V.)

30. Plaintiff’s public references to potential partners or industry actors, such as Trellisware, were based on public knowledge or official announcements and were made as part of good-faith reporting and commentary concerning matters of public and industry interest. Although Plaintiff has personal and professional acquaintances at Trellisware, at no time did Plaintiff contact them directly about the matters giving rise to this complaint, in order to avoid any appearance of improper influence or interference.
31. In contrast, Defendants’ conduct involved private, direct contact with Plaintiff’s business partners and clients, including statements and actions designed to sow distrust, intimidate, and cause withdrawal from ongoing negotiations and existing relationships. Defendants’ intent and actions were malicious and went beyond any lawful or protected communication.
32. Plaintiff expressly denies any intent to interfere with the business relationships of Cyberlux or any third-party partner and asserts that all communications and publications were made in good faith, in the public interest, and in a manner consistent with protected speech.
33. Based on industry-standard cost, market, and income methods, and using internal records, comparables, and commercial pipeline analysis, Plaintiff estimates the consolidated IP portfolio value at between \$43 million and \$115 million, with a mid-case scenario of \$73 million.
34. The following chronology sets forth the material events giving rise to this action:

- (a) September 2017 – July 2025: Plaintiff developed and commercialized five dual-use technology platforms—Anchor 5.0, Equilibrium Drift 4.0, Cerameta, COEUS, and PROTEUS—targeting coalition defence, cognitive survivability, advanced materials, and modular intelligence markets.
- (b) Late 2023: Cyberlux executives approached Plaintiff for joint ventures and technical partnerships involving one of Plaintiff’s clients.
- (c) December 2023 – March 2024: Plaintiff conducted due diligence during partnership/acquisition/merger discussions, uncovering legal, regulatory, and financial red flags including judgments, liens, lawsuits, and questionable public representations. (Exhibit A.)
- (d) March 18, 2024: Plaintiff sent a detailed risk warning to client with supporting documentation. Between March 19–24, 2024, Plaintiff relayed these concerns to Cyberlux executive Bill Maadarani via WhatsApp, encouraging transparency. (Exhibit B.)
- (e) March 29, 2024: Plaintiff met with Cyberlux principal Denis Kalenja, raised risks, and declined to introduce investors due to these concerns.
- (f) Spring–Summer 2024: Plaintiff monitored Cyberlux’s legal/regulatory status and provided ongoing updates.
- (g) October 14, 2024: Plaintiff issued an expanded risk memo to client. (Exhibit C.)
- (h) November 2024: Plaintiff began publishing as “Jackson Holt” after repeated ignored warnings. (Exhibits B, D, E.)

- (i) May 10, 2025: Maadarani messaged Plaintiff indicating surveillance. Plaintiff observed an individual photographing him.
- (j) May 22, 2025: Cyberlux and Schmidt placed into Receivership in Texas.
- (k) May 27, 2025: Tweets doxxing and harassing Plaintiff and his family were published, referencing investigators. (Exhibit G.) Maadarani threatened Plaintiff and his client with retaliatory actions (Exhibit F.). Based on timestamps from X (formerly Twitter) the first doxxing posts ran from approximately 3:20 PM EDT to approximately 6:22 PM EDT. Based on timestamps from WhatsApp, the message from Bill Maadarani was received at 4:32 PM EDT.
- (l) Early June 2025: Maadarani directly contacted one of Plaintiff's clients with veiled threats. (Exhibits H, I.)
- (m) May–June 2025: Multiple partners withdrew from negotiations or cancelled deals tied to the harassment campaign.
- (n) July 30–Aug 7, 2025: Plaintiff delivered claim notices to Greensboro and the Receiver, submitted a public-records request (to Greensboro only), emailed Thompson Coburn LLP regarding Watts, and sent a litigation hold to HII. As of August 14th, 2025, Greensboro has indicated it is working to provide responsive public records in compliance with disclosure requirements; however, Plaintiff has not received substantive responses from the Receiver, Thompson Coburn LLP, or HII Mission.

20. On information and belief, Greensboro made substantial payments to Thompson Coburn LLP during the relevant period, some or all possibly for Cyberlux's benefit. Plaintiff

seeks discovery to determine the purpose and beneficiaries of these payments. (Exhibit EE.) Greensboro has indicated it is working to provide responsive records to Plaintiff's public-records request; Plaintiff reserves all rights pending production and review.

21. Plaintiff had no role in the disclosure of these records but has reviewed them. The evidence corroborates allegations that Watts used his position and City resources for Cyberlux's benefit.

22. Plaintiff reserves the right to seek further discovery and amend as more evidence becomes available.

23. Plaintiff's investigation revealed that Defendants engaged in a pattern of conduct to defraud investors and regulators by:

(a) making materially false/misleading statements;

(b) failing to disclose material events;

(c) compensating undisclosed promoters to manipulate Cyberlux stock; and

(d) concealing the true nature and finances of related entities.

24. Plaintiff also identified evidence that Defendants engaged in fraud against the U.S. government and violations of federal procurement/export control regulations, including but not limited to:

(a) misuse of taxpayer funds;

(b) fraudulent pricing / overcharging

(c) misrepresentation

- (d) entering into contingent/commission-based agreements to disburse FMF funds to third parties domestically and abroad; and
- (e) failing to disclose third-party “Broker” involvement as defined in ITAR Part 129.

CAUSES OF ACTION

COUNT I – TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY

23. Plaintiff realleges and incorporates by reference paragraphs 1 through 22 as if fully set forth herein.

24. **Plaintiff’s Business Relationships and Expectancies** – Plaintiff maintained valid, prospective business relationships and ongoing contractual and economic opportunities with clients, partners, and industry collaborators, with a reasonable expectation of continued and future economic benefit. These relationships and certain IP was known to Defendants Charles “Chuck” Watts, Watts Law PLLC, and Cyberlux Corporation through prior professional interactions with Plaintiff, including when Cyberlux approached Plaintiff in late 2023 to coordinate discussions with his client (a significant defense company servicing Ukraine and Poland) regarding a potential partnership and/or acquisition or merger.

25. **Defendants’ Knowledge and Conduct** – Defendants Watts, Watts Law PLLC, and Cyberlux Corporation, acting through their officers, employees, and agents, had actual knowledge of Plaintiff’s business relationships and opportunities. While Defendants knew of Plaintiff as James “Jim” Curtin, they did not initially know that James “Jim” Curtin was also Jackson Holt, the author of investigative reporting that included

whistleblower-style disclosures regarding Cyberlux's conduct and compliance with federally funded contracts. On information and belief, Defendants, through Cyberlux or its agents, retained or utilized an outside investigative team to uncover that James "Jim" Curtin and Jackson Holt were the same person. This deliberate identification provided Defendants with the means to link Plaintiff's investigative reporting to his real identity, enabling them to target Plaintiff personally. The subsequent direct contact by Cyberlux officer Bill Maadarani with one of Plaintiff's clients demonstrates both knowledge of the relationship and intent to interfere.

26. Acts of Interference – Acting individually and in concert, these Defendants intentionally interfered with Plaintiff's business expectancy and economic relationships through coordinated, malicious conduct, including but not limited to:

- (a) Public "doxxing" of Plaintiff by releasing personal identifying information without consent;
- (b) Retaliatory statements;
- (c) Direct, inappropriate contact by Cyberlux officer Bill Maadarani with one of Plaintiff's clients, intended to disrupt that business relationship;
- (d) False accusations and reputational attacks communicated to third parties with the intent and knowledge they would damage Plaintiff's credibility;
- (e) Threats, both explicit and implicit, designed to deter third parties from associating with Plaintiff.

27. Motive, Impropriety, and Unlawful Nature of Conduct – Defendants' conduct was improper, unjustified, and motivated by a shared desire to retaliate against Plaintiff for

his protected reporting and whistleblower-style activity exposing the misuse of taxpayer funds, including high-value, non-contract-related expenditures such as the \$213,000 Mercedes-Benz purchase and other questionable disbursements made shortly after Cyberlux received the government advance payment. The actions described above were not merely unethical—they are of a type that can violate multiple federal statutes, including 18 U.S.C. § 2261A (interstate stalking), 18 U.S.C. § 875(c) (interstate threats), and 18 U.S.C. § 1030 (computer fraud and abuse), among others, when undertaken across state lines with intent to harass, intimidate, or cause substantial harm. These actions were calculated to damage Plaintiff’s credibility before regulatory and law enforcement bodies could act on his reporting, to obstruct further public disclosure of Defendants’ misconduct, and to cause maximum disruption to Plaintiff’s livelihood.

28. **Damages** – As a direct and proximate result of Defendants’ conduct, Plaintiff suffered the loss of contracts, deals, and revenue; diminished business value; reputational harm; and loss of future economic opportunities. Damages are presently believed to exceed \$20 million, subject to proof at trial.

COUNT II – CIVIL CONSPIRACY

29. Plaintiff realleges and incorporates by reference paragraphs 1 through 28 as if fully set forth herein.

30. **Unlawful Purpose and Agreement** – Defendants, including Charles “Chuck” Watts, Watts Law PLLC, Cyberlux Corporation insiders, paid stock promoters, and others presently unknown but to be named, knowingly combined, agreed, and acted in concert for the unlawful purpose of:

- (a) Injuring Plaintiff in his business, reputation, and creative work;
- (b) Defrauding investors through materially false public statements, concealment of material events, and payments to undisclosed stock promoters;
- (c) Defrauding the U.S. Government through misrepresentation, misuse of funds and overcharging;
- (d) Concealing potential criminal and regulatory violations related to the misuse of taxpayer funds and violations of federal contracting regulations, as described in Exhibits F–I.

31. Overt Acts in Furtherance of the Conspiracy – In furtherance of the conspiracy, Defendants engaged in a series of overt acts, including but not limited to:

- (a) Retaining or utilizing investigators to unlawfully uncover and exploit Plaintiff's identity as the individual behind whistleblower-style investigative reporting on Cyberlux's conduct;
- (b) Publicly doxxing Plaintiff by releasing personal identifying information without consent;
- (c) Coordinated harassment and intimidation of Plaintiff and his clients, including direct contact by Cyberlux officer Bill Maadarani with one of Plaintiff's clients to disrupt that business relationship;
- (d) Dissemination of false statements and reputational attacks intended to undermine Plaintiff's credibility;

- (e) Filing or directing inaccurate public reports and failing to disclose material adverse events as required by securities laws;
- (f) Payments to undisclosed stock promoters in violation of applicable disclosure requirements; and
- (g) Coordinated concealment of high-value, non-contract-related expenditures such as the \$213,000 Mercedes-Benz purchase, nearly \$1 million wired to G2G Global Ltd., and other questionable transactions occurring days after receipt of taxpayer-funded advances.

32. Interstate Nature and Unlawfulness of Conduct – The acts described above involved the use of interstate commerce and communications, and are of a type that can violate multiple federal statutes, including 18 U.S.C. § 1343 (wire fraud), 18 U.S.C. § 2261A (interstate stalking), 18 U.S.C. § 875(c) (interstate threats), and 18 U.S.C. § 1512 (witness tampering and obstruction), among others. Defendants’ coordination across state lines underscores the deliberate and organized nature of their conduct.

33. Knowledge and Intent – Defendants acted knowingly and wilfully, with the intent to achieve their unlawful objectives, obstruct Plaintiff’s protected reporting activity, and prevent regulatory and law enforcement bodies from discovering their misconduct.

34. Damages – As a direct and proximate result of the conspiracy, Plaintiff suffered substantial economic and non-economic harm, including lost business, loss of enterprise value, reputational injury, emotional distress, and a chilling effect on his ability to pursue creative and professional work. Defendants are jointly and severally liable for all resulting compensatory and punitive damages.

COUNT III – BREACH OF FIDUCIARY DUTY / MISUSE OF PUBLIC OFFICE

35. Plaintiff realleges and incorporates by reference paragraphs 1 through 34 as if fully set forth herein.
36. **Defendant Charles “Chuck” Watts and Watts Law PLLC** – At all times relevant to this action, Defendant Watts simultaneously served as (1) City Attorney for the City of Greensboro, (2) Special Counsel to Cyberlux Corporation, a publicly traded defence contractor, and (3) a licensed attorney bound by the North Carolina Rules of Professional Conduct. In his capacity as City Attorney, Watts owed a fiduciary duty to the public, including Plaintiff, to act in accordance with the law, to avoid conflicts of interest, and to safeguard municipal resources for public purposes only. As Special Counsel to Cyberlux, Watts owed a duty to act lawfully and, in the corporation’s, best interests without exposing it to regulatory or civil liability, including refraining from unlawful retaliation against protected activity. As a licensed attorney, Watts was bound to avoid conflicts, act honestly, and refrain from conduct prejudicial to the administration of justice.
37. By leveraging these overlapping roles to advance Cyberlux’s private interests while using the infrastructure and authority of his municipal office, and by participating in a campaign to retaliate against Plaintiff for reporting on alleged financial misconduct under a taxpayer-funded contract, Watts breached each of these duties. Watts Law PLLC, as his law firm, is liable for these breaches to the extent it participated in, ratified, or benefited from the misconduct. These breaches directly enabled retaliatory acts against Plaintiff, including the public doxxing of Plaintiff and interference with Plaintiff’s business relationships, which foreseeably caused reputational and economic harm.

38. **Defendant City of Greensboro** – The City of Greensboro, through its mayor, city council, and senior officials, owed a fiduciary and/or quasi-fiduciary duty to the public to supervise its officers and employees, ensure compliance with applicable municipal ethics rules, and safeguard the proper use of public resources. This duty included ensuring that the City Attorney did not engage in conflicting outside employment, misuse municipal staff or resources for private purposes, or engage in conduct that would foreseeably harm members of the public. The City breached this duty by knowingly permitting Watts to work for Cyberlux while serving as City Attorney; acquiescing in or failing to prevent the use of City personnel and infrastructure for non-City legal work; and authorizing or allowing substantial payments to Thompson Coburn LLP during Watts’s tenure without transparency as to municipal purpose. These breaches directly enabled retaliatory acts against Plaintiff, including the public doxxing of Plaintiff and interference with Plaintiff’s business relationships, which foreseeably caused reputational and economic harm.

39. **Defendant HII Mission Technologies Corp.** – As prime contractor on the \$78.8 million FMF-funded subcontract with Cyberlux, HII undertook express contractual obligations to exercise oversight, enforce compliance with applicable federal laws and regulations (including FAR, DFARS, ITAR, and FCPA), and monitor the performance and conduct of its subcontractor. Under multiple provisions of the subcontract, HII retained inspection and acceptance rights, required timely notice of events affecting cost or schedule, bound Cyberlux to HII’s ethics and compliance program, and accepted responsibility for ensuring federally funded work complied with all applicable requirements. These contractual obligations, combined with HII’s role as steward of taxpayer funds, created a fiduciary and/or quasi-fiduciary duty to act with diligence and in the best interests of the

U.S. government, the public, and foreseeable persons impacted by noncompliance. HII breached that duty by failing to conduct adequate due diligence before awarding the subcontract to an unqualified vendor; failing to intervene after months of public reporting of performance and compliance violations; and thereby enabling Cyberlux's continued misconduct. These breaches directly enabled retaliatory acts against Plaintiff, including the public doxxing of Plaintiff and interference with Plaintiff's business relationships, which foreseeably caused reputational and economic harm.

40. Defendant Cyberlux Corporation – Cyberlux Corporation, through its Chief Executive Officer Mark D. Schmidt and other senior officers, owed a fiduciary and/or quasi-fiduciary duty to exercise control over its agents and representatives, ensure compliance with applicable federal contracting requirements, and refrain from engaging in or condoning conduct that would unlawfully harm third parties. In a sworn declaration filed on July 24, 2025, Schmidt acknowledged his final decision-making authority over all contracts exceeding \$100,000, all major operational decisions, and all personnel.

41. On information and belief, prior to receiving the \$38.7 million government-funded advance payment under the FMF subcontract with HII Mission Technologies Corp., Cyberlux's bank account held less than \$3,000. Within days of receiving the advance, Cyberlux began executing a series of high-value transactions that could not have occurred without those funds. On September 11, 2023, three days after the advance was deposited, Cyberlux wired approximately \$213,000 to a Mercedes-Benz dealership located in California. Given Schmidt's sworn admission (see exhibit CC) of personal approval authority over all contracts and disbursements exceeding \$100,000, this transaction could not have occurred without his review and authorization.

42. The Mercedes-Benz payment was part of a broader pattern of questionable expenditures following receipt of the advance. Cyberlux transferred nearly \$1 million to G2G Global Ltd., a United Kingdom company incorporated only a few weeks after the advance payment was received; made transfers into Schmidt's personal and investment accounts; and paid \$3 million to the former owner of Datron for an acquisition using government funds, while leaving legitimate vendors like Thin Air Gear unpaid. These disbursements, occurring in close proximity to the advance payment and without legitimate connection to the contract deliverables, reflect a wilful disregard for the subcontract's purpose, the requirements of FAR and DFARS regarding allowable costs, and the fiduciary obligations inherent in managing public funds.

43. The \$213,000 Mercedes-Benz transaction and the other questionable disbursements are emblematic of the financial misconduct Plaintiff had been publicly reporting on since March 2025. By exposing such expenditures — which could be traced directly to the taxpayer-funded advance payment — Plaintiff's reporting directly threatened to draw regulatory and law enforcement scrutiny to Cyberlux's leadership, including Schmidt personally. This personal exposure created a powerful motive for Schmidt, Cyberlux, and their agents to silence and discredit Plaintiff before federal authorities or oversight bodies could act. The campaign of retaliation that followed — including public doxxing of Plaintiff and interference with Plaintiff's business relationships — was undertaken to undermine Plaintiff's credibility, obstruct further reporting on these transactions, and protect the individuals responsible for authorizing them. These breaches directly enabled retaliatory acts against Plaintiff, which foreseeably caused reputational and economic harm.

44. **Statutory Hooks and Unlawful Nature of Conduct** – The breaches of fiduciary duty described herein are of a type that can implicate multiple federal statutes and regulations, including 41 U.S.C. § 4712 (whistleblower protections for contractor employees), 18 U.S.C. § 1001 (false statements), 18 U.S.C. § 1343 (wire fraud), and provisions of the FAR, DFARS, and ITAR governing allowability of costs, ethical conduct, and contractor responsibility. Defendants’ conduct also aligns with activity prohibited under federal and state anti-retaliation laws when undertaken against individuals engaged in protected reporting on misuse of government funds.
45. As a direct and proximate result of the breaches of fiduciary duty by Defendants Watts, Watts Law PLLC, City of Greensboro, HII Mission Technologies Corp., and Cyberlux Corporation, Plaintiff has suffered reputational harm, emotional distress, economic losses, and interference with prospective economic advantage. Defendants are jointly and severally liable for all damages resulting from these breaches.

COUNT IV – NEGLIGENT SUPERVISION

46. Plaintiff realleges and incorporates by reference paragraphs 1 through 45 as if fully set forth herein.
47. At all relevant times, Defendant Charles “Chuck” Watts was employed as City Attorney for the City of Greensboro and also served as Special Counsel to Defendant Cyberlux Corporation. While holding these dual roles, Watts engaged in retaliatory and reputationally harmful conduct targeting Plaintiff, including communications, coordination, and strategy executed through both municipal and corporate channels.
48. **City of Greensboro** – The City of Greensboro, through its Mayor and Council, publicly acknowledged that it was aware Watts was performing outside legal work while serving

as City Attorney. In a recorded interview on July 3, 2025, Watts stated that his outside work was “authorized by council.” The Mayor also confirmed knowledge of this work, while claiming not to have known its scale. On information and belief, City personnel used municipal infrastructure to prepare, transmit, or file legal documents on behalf of Cyberlux and/or Datron. Public records further indicate that the City made payments to Thompson Coburn LLP during Watts’s tenure without any clear municipal purpose. Despite this knowledge, the City failed to adopt or enforce reasonable safeguards to prevent misuse of office, failed to monitor Watts’s conduct, and failed to supervise City personnel engaged in non-City work. These failures foreseeably enabled and amplified retaliatory actions directed at Plaintiff’s protected reporting, causing damage to Plaintiff’s business, reputation, and economic interests.

49. **HII Mission Technologies Corp.** – As prime contractor on the \$78.8 million FMF-funded subcontract with Cyberlux, HII had contractual and legal duties to perform thorough due diligence on subcontractor qualifications, monitor compliance with federal contracting regulations, and oversee the use of advance payments. On information and belief, HII failed to investigate Cyberlux’s financial and operational capacity before awarding the subcontract; disbursed a \$38.7 million advance payment to an unqualified subcontractor; and failed to audit or track the use of those funds despite clear oversight provisions in the subcontract.

50. HII’s failure to perform proper due diligence created an environment in which Plaintiff, as a member of the public, undertook that investigative work himself for the public’s benefit. Had HII fulfilled its obligations, it would have determined that Cyberlux was not a suitable vendor and would not have awarded the subcontract — eliminating the

circumstances that gave rise to Plaintiff's reporting and the subsequent retaliation. Even after seven months of Plaintiff's published reporting documenting compliance and performance issues, HII took no corrective or investigative action. These omissions materially enabled Cyberlux's leadership to misuse funds and to finance and execute retaliatory actions against Plaintiff.

51. **Cyberlux Corporation** – Cyberlux's CEO, Mark D. Schmidt, has declared under oath that he exercises final authority over all company operations and personnel. Despite that authority, Cyberlux failed to supervise or limit Watts's conduct, failed to issue any directive or take corrective action after Plaintiff's formal inquiry to its listed counsel, and allowed retaliatory acts to proceed that directly benefited the company.
52. Each of these Defendants owed a duty to supervise Watts, Maadarani, and other agents within their respective organizational structures; each breached that duty through inaction, inadequate oversight, or tacit approval; and each created or amplified the risk of retaliatory harm to Plaintiff.
53. **Statutory Hooks and Unlawful Nature of Conduct** – The negligent supervision described herein is of a type that can implicate multiple federal statutes and regulatory frameworks, including 41 U.S.C. § 4712 (whistleblower protections for contractor employees), 18 U.S.C. § 1343 (wire fraud), 18 U.S.C. § 1512 (obstruction of justice and witness tampering), and applicable FAR, DFARS, and ITAR provisions governing allowable costs, contractor responsibility, and ethical conduct. Defendants' failures of oversight enabled or failed to prevent conduct prohibited by federal and state anti-retaliation laws.

54. As a direct and proximate result of these Defendants' negligent supervision, Plaintiff suffered reputational damage, emotional distress, loss of business relationships, and interference with economic opportunities.

55. Defendants City of Greensboro, HII Mission Technologies Corp., and Cyberlux Corporation are jointly and severally liable for all resulting damages.

DAMAGES

56. As a direct and proximate result of Defendants' actions and omissions, Plaintiff has suffered and continues to suffer the following damages:

- (a) Loss of existing and prospective business contracts, partnerships, and economic opportunities, including deals and negotiations disrupted or terminated by Defendants' retaliatory acts;
- (b) Destruction of enterprise value, business goodwill, and commercialization potential for Plaintiff's intellectual property platforms, including Anchor 5.0, Equilibrium Drift 4.0, Cerameta, COEUS, and PROTEUS;
- (c) Severe reputational harm and loss of professional standing in the defence industry and related sectors, impairing Plaintiff's ability to secure future clients, partners, and investors;
- (d) Emotional distress, anxiety, and psychological harm, including documented medical episodes directly linked to Defendants' conduct and its impact on Plaintiff's livelihood;

- (e) Chilling effect on Plaintiff's creative work, authorial identity, and public participation, including a significant reduction in Plaintiff's ability to publish, speak, and engage in advocacy without fear of retaliation;
- (f) Out-of-pocket expenses, lost earnings, investigative costs, and other financial damages associated with mitigating, responding to, and recovering from Defendants' conduct;
- (g) Loss of market advantage and delay in commercializing Plaintiff's technologies due to diverted time, resources, and reputational impairment;
- (h) All other harm, whether economic or non-economic, permitted by law, including punitive damages where authorized, to deter similar future misconduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in his favor and against Defendants, and grant the following relief:

- 57. Compensatory damages in an amount not less than \$20,000,000, subject to proof at trial;
- 58. Punitive damages for Defendants' willful, malicious, and retaliatory conduct;
- 59. Injunctive and equitable relief, including but not limited to orders restraining further harassment, retaliation, false statements, and interference by Defendants and those acting in concert with them;
- 60. An order requiring Defendants to retract false statements, correct the public record, and cease ongoing campaigns of harassment and intimidation;
- 61. Attorneys' fees, costs, and expenses where allowed by law;

62. Pre- and post-judgment interest as allowed by law;

63. Such other and further relief as the Court deems just and proper.

RESERVATION OF RIGHTS

64. Plaintiff expressly reserves the right to amend, supplement, or modify this Complaint as discovery proceeds and as additional information becomes available through this litigation, related proceedings, or lawful public records requests.

65. This reservation includes, but is not limited to, the right to add as defendants any and all persons or entities whose roles, communications, conduct, or omissions may be material to the facts and claims alleged herein, including:

- (a) Officers, directors, and affiliated entities of Cyberlux Corporation;
- (b) This reservation includes, but is not limited to, the right to seek discovery relating to any law firms, billing arrangements, or third-party legal service providers who may have been retained using public resources for the benefit of Cyberlux or its officers during the relevant period.
- (c) Flying V Group, paid promoters, undisclosed compensated social media agents, and burner account operators;
- (d) William T. Farrell (X.com alias @WTF_OS) and any other market promoters or parties paid to influence the market for Cyberlux stock;
- (e) Any shell companies, related parties, or financial conduits used for asset diversion, investor fraud, or government contract fraud;

(f) Any person or entity who, through discovery, is revealed to have participated in, facilitated, directed, or benefited from the conspiracy, retaliation, or fraud described herein.

66. Plaintiff further reserves all rights to pursue regulatory, administrative, or whistleblower referrals based on evidence of fraud against investors, regulatory authorities, or the U.S. government uncovered in this action.

JURY DEMAND

67. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all issues so triable.

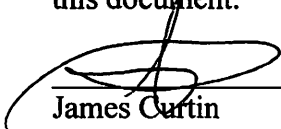
Respectfully submitted,

By: 
James Curtin - Pro Se

James Curtin, Pro Se
1500 K Street NW
Second Floor
Washington, D.C. 20005
(202) 878 2949
jim@carotankroad.com

CERTIFICATION

I declare under penalty of perjury that no attorney has prepared, or assisted in the preparation of, this document.


James Curtin

Date

19 Aug 2025

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

JAMES CURTIN

Plaintiff

v.

CHUCK WATTS, individually and in his
capacity as former City Attorney for
Greensboro, North Carolina, and Special
Counsel to Cyberlux Corporation,

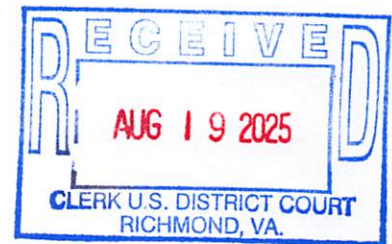
WATTS LAW, PLC,

PARTIES TO BE NAMED;

Defendants.

Civil Action No.

3:25-cv-00596



DECLARATION OF JAMES CURTIN

I, James Curtin, declare as follows:

1. I am an individual residing in the State of New York and the owner and principal of Carotank Road Holdings, a Virginia-based consulting and technology development firm focused on defense and dual-use innovation.
2. I am also an author, publishing fiction and non-fiction under the pen name "Jackson Holt." My creative works often reflect my professional and personal experiences, providing commentary on technology, national security, and business.
3. The following paragraphs set forth, in chronological order, the material events described in this declaration:
4. Since February 2018, I have served as an advisor to the management team of the largest privately held defence company in Poland. In this capacity, I have provided ongoing

guidance on matters of business development, technology integration, risk assessment, and international partnerships. My professional responsibilities to this client have included conducting due diligence and providing recommendations regarding potential business ventures and counterparties.

5. From September 2022 – July 2025, I led development and commercialization of COEUS, PROTEUS, Anchor 5.0, Equilibrium Drift 4.0 and Cerameta, and built a network of business partnerships and opportunities in the defense and technology sectors through Carotank Road Holdings.
6. In late 2023, I was approached by Bill Maadarani, in his capacity as Chief Revenue Officer for Cyberlux Corporation regarding joint ventures, business partnerships, and technical evaluations with one of my clients.
7. On December 8, 2023, I facilitated and attended a meeting in Warsaw, Poland between Mark Schmidt, Bill Maadarani, and my client, to explore potential business partnerships and collaborative opportunities. This meeting was part of my professional role as an advisor and developer, and occurred prior to the identification of any legal, regulatory, or financial risks involving Cyberlux.
8. From February 2024 – March 2024, I conducted due diligence on Cyberlux at the request of, and for the benefit of, my client. This due diligence revealed multiple legal, regulatory compliance, and financial red flags.
9. On March 18, 2024, I sent a detailed risk warning to my client (see Exhibit A), outlining specific issues with Cyberlux and attaching supporting evidence.

10. Between March 19, 2024 and March 24, 2024, I relayed, and discussed, these concerns directly to Bill Maadarani via WhatsApp messages encouraging Cyberlux to be direct with my client (see Exhibit B).
11. On March 29, 2024, I met in person with Denis Kalenja, a principal of Cyberlux, and raised all of the aforementioned legal, financial, and regulatory risks, including concerns about ongoing litigation, tax liens, and public misrepresentations. Rather than addressing or investigating these concerns, Mr. Kalenja dismissed them and instead asked me if I would introduce potential investors from my professional network to support Cyberlux. I declined, having determined that the risks made such an introduction inappropriate and inconsistent with my professional obligations. I reiterated my recommendation that Cyberlux should be candid with my client regarding their situation.
12. In April 2024, as part of my continuing professional responsibility and concern for those potentially affected by Cyberlux's business practices, I sent an anonymous, factual letter to an attorney representing plaintiffs in litigation against Cyberlux. The letter summarized my due diligence findings and pointed to publicly available evidence of legal, financial, and regulatory risks, with the intent of ensuring that relevant parties were aware of material issues before further harm occurred. Around the same time, Plaintiff also submitted tips relating to the regulatory and compliance issues to the General Services Administration as well as the Federal Bureau of Investigation.
13. During Spring – Summer 2024, I continued monitoring Cyberlux's legal status and provided updates and issued further warnings as new issues emerged.
14. On October 14, 2024, I sent an expanded risk memo detailing additional lawsuits, liabilities, and evidence of financial, regulatory impropriety at Cyberlux. This

communication included a conclusion which stated “they may be on their way to resolving their money problems, but I still believe they represent a massive reputational threat” to Plaintiff’s client and principals. (See Exhibit C)

15. In November 2024, I began publishing articles as “Jackson Holt,” motivated by concern for client and public risk after repeated private warnings were ignored. (Exhibits D & E)
16. On May 10, 2025 and May 27–28, 2025, I received WhatsApp threats from Cyberlux executive Bill Maadarani (see Exhibit F). During this same time, I observed an individual in a sedan with a telephoto lens photographing me.
17. On May 22nd 2025, Cyberlux Corporation and Mark Schmidt were ordered into Receivership in Texas.
18. On May 27, 2025, a series of tweets were published on X (formerly Twitter) doxxing and harassing me and my family. Messages included references to the work of investigators. Threats were also received. Among them one which stated, “Oh Jim I have your address your phone number and your email.” “I am thinking of paying you a visit...”(see Exhibit G).
19. In early June 2025, Maadarani directly contacted one of my clients with statements and veiled threats intended to undermine my business relationships (see Exhibits H & I).
20. Between May–June 2025, multiple business partners withdrew from active negotiations or cancelled deals, with losses directly tied to the campaign of harassment and intimidation.
21. At all times, my public references to potential partners or industry actors, such as Trellisware, were based on public knowledge or official announcements and were made as part of good faith reporting and commentary concerning matters of public and industry

interest. Although I have personal and professional acquaintances at Trellisware, at no time did I contact them directly about the matters giving rise to this declaration, in order to avoid any appearance of improper influence or interference.

22. In July 2025, public records and community reporting surfaced evidence that the City of Greensboro, at the direction of Defendant Watts and during the period relevant to this action, made substantial payments to the law firm Thompson Coburn LLP. The payments, totaling in excess of \$100,000, were made for legal services rendered on behalf of or for the benefit of Cyberlux Corporation and its officers, rather than for matters directly involving the City. These records have been discussed publicly by local activists and have raised significant concern in the Greensboro community about the propriety of using municipal funds to pay for private litigation and corporate counsel.
23. Plaintiff had no role in the initial disclosure of these records but has since reviewed them. The evidence corroborates Plaintiff's allegations that Defendant Watts used his position and City resources to further the interests of Cyberlux and its officers, at the expense of the public and in direct violation of his ethical and fiduciary duties.
24. Plaintiff reserves the right to seek further discovery and amend this declaration as additional payment records, communications, or evidence are uncovered through ongoing litigation, public records requests, or court-ordered production.
25. The following sections provide further facts and documentary evidence supporting these events and their impact on my business, creative life, health, and reputation.

SECTION I: IMPACT ON CREATIVE IDENTITY AND LOSS OF ANONYMITY

26. In addition to my work as a technologist and consultant, I have published both fiction and non-fiction under the pen name “Jackson Holt.” Writing under this pseudonym has allowed me to explore and share insights drawn from my personal and professional experiences, while maintaining a degree of privacy and creative freedom.
27. My fictional works were not merely commercial or academic in nature; they served as a unique vehicle for processing, interpreting, and expressing complex experiences from my life and work. The ability to write anonymously was central to my willingness to tackle sensitive or controversial subjects.
28. As a direct result of Defendants’ doxxing campaign—which publicly revealed my true identity and professional affiliations—my ability to write, publish, and reach an audience anonymously under the “Jackson Holt” name has been irrevocably compromised. This exposure has destroyed my ability to express myself with the same candor, creativity, and sense of safety that I previously enjoyed.
29. The loss of anonymity has had a profound chilling effect on my creative work and public engagement. I can no longer publish under my established pen name without fear of professional retaliation, reputational harm, or further personal targeting. Rebuilding another pseudonymous identity would require years, and I am deprived of the reputation, trust, and following I had established as “Jackson Holt.”
30. The harm is not limited to lost royalties or readership, but includes the loss of an entire avenue for personal and intellectual self-expression, with lasting psychological and professional impact.

SECTION II: IMPACT ON BUSINESS, IP, AND PROFESSIONAL OPPORTUNITIES

31. In parallel with my creative work, I developed and commercialized a suite of advanced intellectual property platforms through Carotank Road Holdings, including COEUS, PROTEUS, Anchor 5.0, Equilibrium Drift 4.0 and Cerameta.
32. **COEUS** is a Patent Pending arbitration algorithm designed to be deployed on tactical RF networks. The algorithm is designed to reduce and prioritize transmission of information which in turn reduces detectible RF emissions on the battlefield. The triangulated value is between \$10M - \$50M.
33. **PROTEUS** is a Patent Pending edge compute and RF emission governance platform. The triangulated value is between \$10M - \$55M.
34. **Anchor 5.0** is an AI driven virtual strategic advisor designed to help companies operating in defense and dual-use sectors make informed business and compliance decisions. It provides context-aware prompts, identifies strategic and operational risks, and guides users through scenario analysis and communications framing for government and coalition markets. Anchor 5.0 does not deliver legal or binding advice but serves as an interactive support tool for business development, product positioning, and compliance awareness in complex regulatory and acquisition environments. The triangulated value is between \$4.8M - \$7.2M
35. **Equilibrium Drift 4.0** is an AI driven narrative intelligence and simulation tool that models how individuals, teams, and coalitions respond to real or hypothetical events in complex environments. It analyses behaviour, tracks how narratives and alliances shift, and forecasts likely outcomes and risks—including trust breakdowns and volatility—based on both strategy and human factors. The system is used to identify early warning

signs and inform decision-making where the dynamics of trust, influence, and perception are critical. The triangulated value is between \$5.0M - \$7.8M.

36. **Cerameta**, originally conceived in mid 2017, is a Patent Pending advanced ballistic armor modeling and design system used to develop lightweight, multi-layer protective structures for personnel and vehicle defense. It integrates ceramic and metal materials in a functionally graded configuration, engineered to spread and absorb impact energy from high-velocity projectiles and explosive threats. By combining physics-based simulation, impedance-matched material layering, and thermal pre-stress techniques, Cerameta enables the creation of armor systems that outperform traditional monolithic ceramics in weight efficiency, multi-hit survivability, and oblique-angle protection. The system includes validated analytical and 2D propagation models, and informs manufacturing processes such as sintering and infiltration to produce high-performance, field-ready armor tiles.

37. The consolidated portfolio valuation (using income 45%, market 35%, cost 20% weighting) produces a total range of \$49M (low) to \$115M (high), with a mid-case of \$73M. (See Exhibits J-O)

38. These valuations were developed using recognized market, cost, and income methods, drawing on internal project records, industry standards, and available external benchmarks. All calculations and methodologies are available for review and can be supplemented or independently verified as required by the Court.

39. Plaintiff is prepared to provide additional documentation, third-party comparables, and expert testimony as discovery and the litigation process unfold.

40. Plaintiff acknowledges that these estimates are based on good faith internal analyses, but reserves the right to seek independent expert verification and to present further evidence of value as the matter proceeds
41. At the time Defendants launched their campaign of doxxing, threats, and direct interference, I had active discussions with United States Special Operations Command and various industry partners and contacts.
42. These platforms represented years of technical development, innovation, and personal sacrifice, with a clear commercial pipeline and multi-million-dollar business potential.
43. As a direct result of the campaign of doxxing, threats, and targeted reputational attacks orchestrated by Defendants—including direct interference with my clients and partners—multiple pending deals and business opportunities were withdrawn, delayed, or cancelled outright.
44. The loss of these opportunities was abrupt and correlated precisely with the timing of the harassment campaign. Partners who had previously engaged in weeks or months of positive negotiation terminated discussions or withdrew without technical or commercial justification.
45. As an additional direct result of the Defendants' conduct, including doxxing, threats, and reputational attacks against myself and my family, I experienced severe emotional distress and anxiety, which caused me to withdraw from, delay, or abandon a number of opportunities I otherwise would have pursued. This chilling effect was a direct, foreseeable consequence of Defendants' actions compounding both my economic and personal losses.

46. The cumulative effect has been the derailment of Carotank Road’s commercial pipeline, the destruction of anticipated enterprise value, and the loss of a significant portion of the economic return for the IP platforms I developed. The full commercialization of COEUS, PROTEUS, Cerameta, and related IP has been chilled or destroyed, resulting in multi-million-dollar lost opportunities and a long-term impairment of business prospects.
47. These business and IP losses are separate from, and in addition to, the personal and creative harms detailed above.
48. Based on all available evidence, I estimate the total lost business value and economic harm from Defendant’s actions to be no less than \$20,000,000.00, exclusive of punitive damages and further consequential losses.

SECTION III: RETALIATION, HARASSMENT, AND PERSONAL HARM

49. Following my public reporting on Cyberlux under the “Jackson Holt” pen name, I became the target of a coordinated campaign of retaliation and harassment. This campaign included the public exposure of my real identity (“doxxing”), online smear tactics, and direct threats sent to me via WhatsApp and other channels.
50. Cyberlux insiders, burner accounts, and paid promoters engaged in a sustained campaign to damage my professional reputation and intimidate me. These efforts included false public accusations, dissemination of private and business information, and attempts to undermine my standing with current and prospective partners.
51. On May 10, 2025, and again on May 27–28, 2025, I received WhatsApp messages from Bill Maadarani, a Cyberlux executive. These messages included veiled threats, false accusations, and direct intimidation, as documented in Exhibit F.

52. In early June 2025, Maadarani—acting in his capacity as a Cyberlux executive—made direct contact with one of my clients, making statements and threats intended to intimidate, sow distrust, and interfere with ongoing business. This contact resulted in an immediate and negative impact on my professional relationships and economic opportunities.
53. Almost immediately following these actions, several business partners withdrew from active negotiations or cancelled ongoing discussions. This loss of business was direct, abrupt, and timed to coincide with the public harassment and threats.
54. The retaliation campaign extended to real-world surveillance. In June and July 2025, I was photographed without my consent at locations I frequent. Public online posts and tweets referenced the use of investigators, amplifying my sense of personal vulnerability and fear.
55. The retaliatory campaign against me has continued even after the initial doxxing and business sabotage, including coordinated online attacks from burner accounts, and highlights the willful and malicious nature of the Defendant’s conduct.
56. The combined stress, reputational damage, and ongoing intimidation had severe effects on my health. Between May and July 2025, I suffered three major inflammatory arthritis flare-ups, each requiring medical intervention. My medical condition had been stable prior to these events, and my treating physicians attribute the flare-ups in part to heightened stress and trauma related to the campaign against me.
57. The psychological and physical effects of this retaliation have included anxiety, sleep disruption, loss of creative focus, and a chilling effect on both my business and authorial activities.

SECTION IV: PROFESSIONAL AND ETHICAL BREACH BY CHUCK WATTS

58. Chuck Watts served as City Attorney for Greensboro, North Carolina, and acted as special counsel and legal fixer for Cyberlux Corporation and its CEO, Mark Schmidt, during the period relevant to this declaration.

59. In these capacities, Watts owed a professional and ethical duty to act within the bounds of law, to prevent and report wrongdoing, and to avoid participating in or facilitating acts of retaliation, intimidation, or harassment directed at whistleblowers and members of the public.

60. Rather than intervening or taking steps to halt the campaign of retaliation against me, Watts actively participated in, enabled, or willfully ignored the doxxing, online attacks, and coordinated intimidation carried out by Cyberlux and its agents.

61. As an attorney and officer of the court, Watts's conduct—including his failure to uphold professional standards, his use of his legal position to further private and corporate interests, and his role in enabling unlawful acts—constitutes a breach of both ethical and fiduciary duties owed to the public, his client, and to third parties affected by his actions.

62. Watts's actions and omissions contributed directly to the escalation of harm against me, amplified the chilling effect on my business and creative work, and increased the reputational and emotional damage I suffered as a result of Defendants' coordinated campaign.

63. I have also observed, through public court records and filings, that Cyberlux and its senior officers and counsel, have engaged in personal attacks and ad hominem arguments against other plaintiffs (including Tucker and Whitely) and the court-appointed receiver,

Robert Berleth. This pattern of behaviour further supports allegations of bad faith, retaliation, and obstruction by the Defendants.

SECTION V: SHELL COMPANIES AND FINANCIAL DIVERSION

64. In the course of my due diligence and subsequent investigation into Cyberlux Corporation and its network of affiliated entities, I became aware of multiple now-defunct companies controlled by Mark Schmidt, including but not limited to General Services Net, LLC (North Carolina), Honestas Corporation (Nevada), and Lumenoptic Corporation (Nevada).
65. Recent public records and UCC filings show that these entities have been referenced in financial transactions and used as collateral in connection with loans or security interests involving Cyberlux, its officers, or related parties.
66. The use of these defunct shell companies in recent financial transactions raises significant concerns regarding the movement, diversion, or concealment of assets and the true financial practices of Cyberlux and its leadership during the relevant period.
67. I believe these issues merit further investigation and discovery to determine the full extent of any asset diversion, improper transfers, or financial misconduct related to the events and damages described in this declaration.

SECTION VI: DISCOVERY, RESERVATION OF RIGHTS, AND CLOSING

68. The facts and events described above are based on my personal knowledge, my business and creative records, and documentation in my possession at the time of this declaration.

Where I have stated my beliefs regarding the actions or intent of others, those beliefs are grounded in contemporaneous evidence, communications, and publicly available records.

69. I reserve the right to supplement, amend, or update this declaration as discovery proceeds and as additional information becomes available through litigation, public records requests, or other lawful means. This includes, but is not limited to, discovery relating to the City of Greensboro, North Carolina; Cyberlux Corporation; Thompson Coburn LLP; Flying V Group; Eisner Advisory Group; city payments for Cyberlux legal expenses; and any other firms, individuals, or entities whose roles, communications, or actions may be material to the events and claims described herein. Plaintiff also reserves the right to seek further discovery on potential regulatory and contractual compliance issues involving government funds and contract performance, including possible violations of federal procurement and export control regulations, as facts emerge.


70. I respectfully submit this declaration in support of my claims for relief and damages as set forth in the related complaint, and I am prepared to testify as to the matters stated herein.

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

Executed this 30th day of July, 2025, in Pittsford, New York

Certification

I declare under penalty of perjury that no attorney has prepared, or assisted in the preparation of, this document.



James Curtin

13-Aug 2025
Date

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

JAMES CURTIN

Plaintiff

v.

Civil Action No. 3:25-cv-00596

CHUCK WATTS, individually and in his
capacity as former City Attorney for
Greensboro, North Carolina, and Special
Counsel to Cyberlux Corporation,

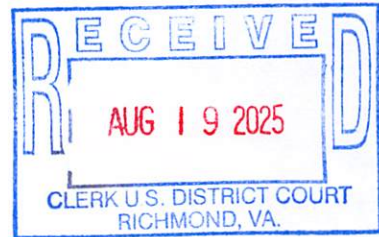
WATTS LAW, PLC,

CYBERLUX CORPORATION

CITY OF GREENSBORO, NORTH
CAROLINA

HII MISSION TECHNOLOGIES
CORPORATION

Defendants.



SUPPLEMENTAL DECLARATION OF JAMES CURTIN

I, James Curtin, declare under penalty of perjury as follows:

1. This Supplemental Declaration supplements my initial declaration dated July 30, 2025 with additional facts and evidence obtained since that filing.
2. I publish investigative reporting under the name Jackson Holt. Since March 2025, I have published a series of articles regarding Cyberlux Corporation's alleged misuse of taxpayer funds under the \$78.8M FMF-funded subcontract with HII Mission Technologies. True and correct copies of these articles are attached as Exhibits P through V.

3. On July 30, 2025, I notified the City of Greensboro of a potential claim relating to the conduct of Chuck Watts during his tenure as City Attorney, while he also served as Special Counsel to Cyberlux. A true and correct copy of this notification is attached as Exhibit W.
4. On July 30, 2025, I notified the court-appointed Receiver in related litigation of a potential claim. A true and correct copy of this notification is attached as Exhibit X.
5. On August 6 2025, I submitted a public records request to the City of Greensboro seeking documents related to legal services provided to Cyberlux and/or Thompson Coburn LLP. As of the date of this declaration, the request remains unanswered. A true and correct copy of this request is attached as Exhibit Y.
6. On August 5, 2025, I emailed Thompson Coburn LLP—identified in OTC Markets filings as Cyberlux’s legal counsel—requesting clarification of Cyberlux’s position regarding the alleged actions of Chuck Watts. On August 7, 2025, Thompson Coburn responded that they did not represent Cyberlux in certain referenced cases and directed me to contact other counsel. That same day, I replied, citing OTC Markets filings identifying them as Cyberlux’s legal counsel. As of the date of this declaration, there has been no further response. True and correct copies of this correspondence are attached as Exhibits Z. Included on copy were, Edward Grey, Alex Pennetti, and Douglas Lang.
7. On August 9, 2025, I emailed HII Mission Technologies requesting preservation of all records relating to the \$78.8M FMF-funded subcontract with Cyberlux. As of the date of this declaration, HII has not responded. A true and correct copy of this request is attached as Exhibit AA

8. On August 11, 2025, six days after being made aware formally of this action and the true identity of Jackson Holt, in a related case (Tucker v. Cyberlux 4:25-cv-02770 Document 37) attorney for Cyberlux, Alex Pennetti, engaged in further attempts to discredit my reporting and cast aspersions upon my knowledge and credibility regarding Cyberlux and the defense industry. The basis for Mr Pennetti's comments is that Jackson Holt (James Curtin) "has no personal knowledge relating to this lawsuit or Cyberlux sufficient to make any meaningful opinion" in publications.
9. On August 14 2025, Cyberlux released its second quarter financial report to OTC Markets (see exhibit FF). This report's accuracy was certified by both Mark Schmidt, and David Downing. Legal Counsel cited on the document includes Mr. Edward Gray, Partner, Thompson Coburn LLP.
 - (a) The inclusion of Thomspson Coburn is on the basis that they "assisted, advised, prepared, or provided information with respect to this disclosure statement."
 - (b) The certification statement for the filing includes the language "this disclosure statement does not contain any untrue statement of material fact or omit to state a material fact" and "this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows"
10. On August 14, 2025, immediately following the release of the quarterly report, proxies of Cyberlux began posting select excerpts from the annual report. This effort, led by William T. Ferrell (aka @wtf_os on X.com) presents a highly optimistic and favorable view of Cyberlux and the outcome of the Interpleader and other litigation. Upon

information and belief, Mr. Ferrell is an undisclosed paid promotor for Cyberlux having received at least \$65,000 from Cyberlux in 2024.


11. I reviewed the quarterly filing and discovered several errors, omissions, and misrepresentations (in contradiction to 17 C.F.R. § 240.10b-5) including, but not limited to;

- (a) Failure to report that Cyberlux is no longer in possession of its sole drone engineering and manufacturing facility in Spring, Texas.
- (b) Represents a thriving UAS/UAV business despite not having access to its sole engineering and manufacturing facility in Spring, Texas.
- (c) Failure to report that a significant sum of money is owed to the owners of the Spring, Texas facility.
- (d) Failure to report that the second largest Series B shareholder, Montague Capital, is currently suing for unpaid wages and contingent fees related to the \$78.8m FMF Contract for Ukraine.

12. All of my articles are published with a standing disclaimer. The disclaimer includes an invitation to provide information demonstrating that any article is inaccurate, as well as an invitation to independently verify my work. At no time since publishing began in November of 2024 has anyone provided any factual information which contests or disproves my reporting. Nor have I received any formal communications from Cyberlux or its counsel regarding my publications.

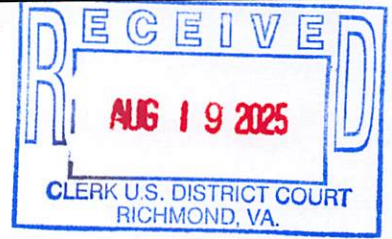
I declare under penalty of perjury that the foregoing is true and correct.

Executed this 15th day of August, 2025, in Pittsford, New York



15 Aug 2025
Date

UNITED STATES DISTRICT COURT
for the
Eastern District of Virginia



James Curtin)

Plaintiff(s)

v.)

Chuck Watts, individually and in his capacity at
Former City Attorney for Greensboro, North Carolina,
and Special Counsel to Cyberlux Corporation; Watts
Law PLC; et al)

Defendant(s)

Civil Action No. 3:25-cv-00596

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Watts Law, PLC
732 Ninth Street #553
Durham, NC 27705

NO Registrar Agent

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James Curtin, Pro Se
C/O Carotank Road Holdings, Inc
1500 K Street, Second Floor
Washington, D.C. 20005

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 3:25-cv-00596

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
Eastern District of Virginia

James Curtin

Plaintiff(s)

v.

Chuck Watts, individually and in his capacity at
Former City Attorney for Greensboro, North Carolina,
and Special Counsel to Cyberlux Corporation; Watts
Law PLC; et al

Defendant(s)

Civil Action No. 3:25-cv-00596

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Cyberlux Corporation
Serve: CT Corporation System, Registered Agent
160 Mine Lake Court, Suite 200
Raleigh, NC 27615

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: James Curtin, Pro Se
C/O Carotank Road Holdings, Inc
1500 K Street, Second Floor
Washington, D.C. 20005

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

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Law PLC; et al

Defendant(s)

Civil Action No. 3:25-cv-00596

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) City of Greensboro
Serve: City Attorney Lora Cubbage
300 West Washington Street
Greensboro, NC 27401

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

James Curtin, Pro Se
C/O Carotank Road Holdings, Inc
1500 K Street, Second Floor
Washington, D.C. 20005

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
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Date: _____

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Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
Eastern District of Virginia

James Curtin

Plaintiff(s)

v.

Chuck Watts, individually and in his capacity at
Former City Attorney for Greensboro, North Carolina,
and Special Counsel to Cyberlux Corporation; Watts
Law PLC; et al

Defendant(s)

Civil Action No. 3:25-cv-00596

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) HII Mission Technologies
serve: General Counsel
8350 Broad Street, Suite 1400
McLean, VA 22102

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: James Curtin, Pro Se
C/O Carotank Road Holdings, Inc
1500 K Street, Second Floor
Washington, D.C. 20005

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Server's address

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for the
Eastern District of Virginia

James Curtin

Plaintiff(s)

v.

Chuck Watts, individually and in his capacity at
Former City Attorney for Greensboro, North Carolina,
and Special Counsel to Cyberlux Corporation; Watts
Law PLC; et al

Defendant(s)

Civil Action No. 3:25-cv-00596

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Chuck Watts
1707 Haddington Drive
Durham, North Carolina 27712

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

James Curtin, Pro Se
C/O Carotank Road Holdings Inc.
1500 K Street, Second Floor
Washington, D.C. 20005

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
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Date:

Signature of Clerk or Deputy Clerk

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

JAMES CURTIN

Plaintiff

v.

Civil Action No. 3:25-cv-00596

CHUCK WATTS, individually and in his
capacity as former City Attorney for
Greensboro, North Carolina, and Special
Counsel to Cyberlux Corporation,

WATTS LAW, PLC,

CYBERLUX CORPORATION

CITY OF GREENSBORO, NORTH
CAROLINA

HII MISSION TECHNOLOGIES
CORPORATION


Defendants.

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EXHIBIT A

From: Jim Curtin [REDACTED] 
Subject: Cyberlux / Datron
Date: March 18, 2024 at 9:10 am
To: Piotr Krystek [REDACTED]



Piotr,

A number of issues have been discovered regarding Cyberlux. These issues are independent of Datron, which has none of the sorts of issues discovered.

1. The Cyberlux stock, which is traded on the OTC Market under the symbol [CYBL](#), (click the link) has been under a "Caveat Emptor" status since approximately the end of 2022. This designation prevents the stock from being traded on the market and therefore prevents existing shareholders from selling their stock. It is believed that this designation is a result of the subsequent issues noted here.
2. Attached you will find a spreadsheet of both Cyberlux's and Datron's DIRECT contracts with the US Government. You will note that Cyberlux's DIRECT contracts amounted to a total of \$10.8m between the years 2008 and 2015. No direct contracts have been awarded to Cyberlux since. These contracts were awarded under a 15 year IDIQ (indefinite deliveries, indefinite quantities)(aka a blank check) which was valid until 2021. Orders ceased under this contract in 2015. In contrast, Datron has managed to produce 700m in contracts between 2016 and 2023 (Bill). This supports what we already know – Bill is an absolute machine.
3. Attached is a spreadsheet for Cyberlux's more recent SUB contracts. The 78.8m contract for UAV's is a subcontract underneath Huntington Ingalls Industries. Another small \$400k subcontract was awarded underneath a distributor called Atlantic Diving Supply (ADS). ADS also resells Harris equipment.
4. There are no official awards from the USG direct to Cyberlux since 2015.
5. The GSA contract (item 2) is still advertised on the Cyberlux website even though it expired 3 years ago.
6. There is little to no evidence that Cyberlux (itself) has done business with SOCOM or any related elements.
7. Inconsistent financials.
8. Cyberlux appears to have NO credit (lines of credit, etc).
9. There are several court judgements against Cyberlux for debts owed. The most recent was in September of 2023 for \$500,000. Other liens, judgements and UCC's include monies owed to the US IRS, State Tax Offices, shareholders/investors. In sum and substance, Cyberlux itself, has an accumulated loss of approximately \$30m. Datron is the ONLY real long term revenue source for Cyberlux
10. The aforementioned debts, especially to the IRS, create significant problems for Cyberlux as it technically precludes Cyberlux from being awarded contracts directly. It ALSO means that it is highly unlikely that Cyberlux is doing ANY classified or secret work. There's just no way a government, let alone the US government, would grant facility and personnel clearances to a company with a history like this.

Now, there is a separate stream of events that are currently taking place.

Beginning in 2019 there are a series of events which have contributed (opinion) to the placement of the Caveat Emptor marking.

Chronology is roughly the following.

- Schmidt/Cyberlux (S/C) sells his IP rights for lighting products to AWH in 2019
- S/C buys back conditional rights in 2021
- S/C breaches agreement and is sued by AWH in 2022 (lawsuit 1)
- Cyberlux becomes untradable on OTC Pink (CYBL)
- S/C and AWH settle after sanctions and default judgement against S/C in 2023
- AWH files a UCC (zastow) against S/C in Virginia as part of settlement
- S/C immediately breaches the settlement in 2023.
- S/C is formally award 78.8m (8/29/2023 as a sub under Huntington Ingalls aka HII Defense
- S/C buys Datron (Sept 2023)
- AWH files a second UCC against S/C for Datron (Oct 2023) in California
- S/C continues to evade compliance claiming that their contracts are "classified". (which they are not)
- AWH Files a second suit (lawsuit 2) to foreclose (wykluczać) on everything especially Datron. (Late January 2024). This action is ONGOING RIGHT NOW.

While reading through the legal filings relating to the above chronology there are several pieces of relevant information

1. The nexus of these legal disputes revolves around allegations of the misuse of IP and the failure to comply with a b2b contract, and a court endorsed settlement.
2. The first lawsuit apparently also revealed misuse of company funds by Schmidt for personal expenses. If he was the sole owner no one would care, but the counterparty in the lawsuits is a shareholder.
3. The single largest threat now is the in process legal action to foreclose upon Datron.
4. Denis purchased 30m shares of B Series stock for \$30,000 in January of 2018. The series B shares have a 200:1 voting power so they can essentially block any shareholder actions.

Separately – I made an inquiry with another WB employee and asked if they'd heard of Cyberlux in Ukraine. The response I received was troubling as this employee's contact (who is a high level UKR MOD official) said "Cyberlux is a cheating company with VERY expensive FPV". I suspect, that Cyberlux used some Ukrainian political and "alternative" channels to ensure that an LOR was written to sole source Cyberlux. There is a relationship between Cyberlux and Anton Gerashchenko.

This is a lot to take on board I know. But I have thoughts on how to proceed.

Jim

Cyberlux Direct Contracts.xlsx



Datron Contracts.xlsx



Cyberlux Sub Contracts.xlsx
21 KB



Lawsuit 1[1].pdf
6.4 MB



Lawsuit 2.pl.pdf



UCC 1.pdf



UCC 2.pdf



CYBL Q3 2023.pdf



CYBL 2022.pdf
383 KB



CYBL 2021.pdf



CYBL 2020 Annual.pdf



EXHIBIT B

Exhibit B

[3/19/24, 5:07:03 pm] Jim Curtin: He told them he didn't want a jv

Just wanted to make Flyeye and FONET.

No details of structure which they were expecting.

We'd already started diligence on Cyberlux as well.

[3/19/24, 5:09:50 pm] Jim Curtin: The only way Adam and Piotr would just let Cyberlux "mfg" Flyeye and FONET is under a license agreement with respectable consideration and royalties. Even then it's a stretch.

They really need a jv partner not just a factory.

[3/19/24, 5:11:34 pm] Jim Curtin: Thoughts?

[3/19/24, 5:13:07 pm] Bill Maadarani: He wants more

[3/19/24, 5:13:13 pm] Bill Maadarani: Ca you talk to him

[3/19/24, 5:13:49 pm] Jim Curtin: I have talked to him.

He also knows that we've done some diligence and are aware of some surprises

[3/19/24, 5:15:00 pm] Jim Curtin: I suggested that the best way to address these issue was to just get out in front of them with Adam and Piotr

[3/20/24, 5:24:24 am] Bill Maadarani: I don't think Denis was hiding anything or Cyberlux

[3/20/24, 5:24:36 am] Bill Maadarani: I'm confused, does someone think that they are hiding something?

[3/20/24, 10:01:44 am] Jim Curtin: Bill - this is a very uncomfortable situation for me as i've advocated for datron for years with WB.

[3/20/24, 10:01:54 am] Jim Curtin: however, in the course of due diligence on cyberlux (not datron) for a jv there have been several red flags including current litigation, judgements by shareholders, creditors, and tax authorities. (all of which not only have implications for a partnership, but also cyberlux's standing with the gov.) And last monday, Lisa C was served with a notice of judgement enforcement for over 1m dollars

Exhibit B

on top of a lawsuit to foreclose on datron. all the information i have is publicly available information.

[3/20/24, 10:03:01 am] Bill Maadarani: Omg your talking about that thing? Ahhahahaah that's sooo funnny man. It's a joke, a total joke and it's getting thrown out.

[3/20/24, 10:03:44 am] Jim Curtin: the optics aren't great.

[3/20/24, 10:04:28 am] Bill Maadarani: Who cares about optics. That's a joke and total joke and I'm shocked that it's even being discussed.

[3/20/24, 10:05:50 am] Bill Maadarani: If I even thought that this was the issue, I would have told you that it's a joke. I even think that if Adam or Peter seen this, they would laugh

[3/22/24, 8:17:46 pm] Jim Curtin: That's not the only issue.

[3/23/24, 12:42:07 am] Bill Maadarani: What are the other issues

[3/23/24, 4:56:05 pm] Jim Curtin: There is a UCC filed against Cyberlux that covers all contracts, products, ip meaning that a jv or merger with WB would expose WB to liability. WB's ip could being entangled with the UCC.

There is a UCC against Cyberlux that captures all ip of Datron and contracts once again exposing WB to liability in a jv or merger. Again any investment or money or ip would become entangled in this UCC lien.

There are a number of tax liens from the IRS, NC Tax, And Tx tax which again position any relationship in jeopardy aside from causing complications with getting contracts and doing cleared work. Based on the financial history I'd be very surprised to find that cyber does any cleared work.

The gsa contract expired in 2021 and experienced no orders since 2016.

There is a judgement from last September for 500k from investors who want their money.

There are a litany of other unpaid debts.

Exhibit B

There is evidence of misuse of company funds for personal expenses and misuse of ip which will really turn WB off.

There is a report from an Ukraine mod official who thinks Cyberlux cheated to get their contract. Same guy is an advocate of WB for many years.

There are addresses being used by Cyberlux in Florida that are actually offices of real estate agents...and that's the "special activities" office.

There is a suspicion that the official financial reports are not accurate and mislead people into thinking cyber is strong.

The q3 2023 report states that there is a concern that cyber will be able to stay on business.

Cyberlux has accumulated a net loss of over 30m which while a benefit to owners speaks about the return on investment after 20+ years

[3/23/24, 5:00:47 pm] Jim Curtin: Plus they still owe art 4m that will be in conflict if the court ordered judgements are enforced

[3/23/24, 5:03:28 pm] Jim Curtin: Sorry.

I know that's a lot to process

[3/23/24, 5:07:10 pm] Jim Curtin: As I suggested to Denis

Better cyber come clean to an and p before the official due diligence reports land on their desk.

Aside from me, I have only discussed this with Peter k.

[3/23/24, 5:16:42 pm] Jim Curtin: What tipped me off was two things;

Exhibit B

1) when I asked Denis to explain the CE he told me about how awesome the lawyers are and that otc thinks cyber are “liars” (his words, not mine). But he never explained why there is a ce.

2) a fear of publicity from co-displaying at sofic because “certain people may show up”. Again Denis’ words not mine. He genuinely didn’t want to expose cyber to any pr. Which is strange to say the least....especially for a company that is “doing business with SOCOM “

[3/23/24, 5:18:15 pm] Jim Curtin: All of this is super problematic especially since Adam believes you are “the guy WB needs” for fms.

[3/23/24, 5:42:35 pm] Jim Curtin: Voice call, No answer

[3/24/24, 5:03:51 am] Bill Maadarani: Sorry man I was asleep

[3/24/24, 5:03:53 am] Bill Maadarani: Dead tired

[3/24/24, 10:16:00 am] Jim Curtin: understand. no problem.

EXHIBIT C

From: Jim Curtin [REDACTED]
Subject: Cyberlux
Date: October 14, 2024 at 11:29 am
To: Piotr Krystek [REDACTED]



Piotr,

After our brief signal chat yesterday, I re-looked at the Cyberlux situation.

First – their money situation. It does appear that their stock is once again tradable on the stock market. However, it's price is about \$.008. Quite low. It seems that whatever issue existed with the stock exchange management has been resolved. This does create an opportunity for them to sell stock and fund their operations, but the volatility of the share price is quite high meaning investors could gain or lose XX% on a daily basis.

Now as to the other issues I had discovered in January...

They are now subject to 12 civil court actions in Virginia, 1 in Texas, and another in Federal Court by a shareholder and creditor for breach of contract, failure to pay, withholding information, and allegations of financial misconduct. Among the allegations there are claims that about \$4m was transferred to personal accounts from the company account between September 2023 and May 2024 beginning on the day they received an award from the US DOD (850k to Mark's personal investment account, wire transfer to a Mercedes dealership in California etc).

Additionally, they are also being sued in federal court by a different shareholder and creditor for breach of contract and failure to pay. That debt is approximately \$5m from what I can tell.

There is a new debt to lender who specializes in financing government contracts. This amount appears to be between \$3m and \$7m.

Cyberlux is also subject to several judgement liens, most notably is the U.S. Internal Revenue Service for about \$560k.

All told – that's potentially more than \$12m in short term liabilities which would require selling about 1.4 BILLION shares at today's market price.

There are also inconsistencies in their public financial filings that raise questions and make investment decisions questionable.

Additional allegations have also been put forth that Cyberlux and it's personnel have no government security clearances, no explosives license, and that the bulk of their employees were made redundant earlier this year. It's quite a situation that erodes confidence in the leadership.

Conclusion – they may be on their way to resolving their money problems, but I believe they still represent a massive reputational threat to Piotr. Adam. and WB

until the allegations and financial reporting inconsistencies are resolved in Mark and Cyberlux's favor.

I believe Bill is not party to any of this behavior. I'm sure he's trying to survive it and maintain his reputation hence why he is doing more consulting type work.

Regards,

Jim

EXHIBIT D

Jackson Holt

Perspectives That Challenge the Ordinary

jacksonholt.com Printed on July 20, 2025

Why am I writing about Cyberlux?

April 7, 2023

Categories: Cyberlux

Tags: cyberlux, Ukraine

It began, as these things often do, with an unexpected Wall Street Journal article. Early 2023, skimming headlines over a bitter cup of coffee, my attention snagged on a piece about Cyberlux. Not because I'm a sucker for bold claims—though the defense industry is rife with them—but because the CEO's tone practically leapt off the page: confrontational, unapologetically arrogant, and directed at none other than the Department of Defense. It was like watching someone try to arm-wrestle a bear. Fascinating. Reckless. Impossible to look away.

Bold Claims and Bolder Personalities

Cyberlux claims to be redefining the game—a phrase so overused it's lost all meaning, yet here it was, daring me to take it seriously. The CEO's confidence was palpable, bordering on theatrical. This wasn't the measured, understated tone one expects from a defense contractor; this was more rock star than general, more headlines than handshakes. Was this bravado rooted in genuine innovation or something less flattering? The intrigue was immediate and, frankly, irresistible.

The Shadows Beneath the Spotlight

The deeper I dug, the murkier it got. Legal troubles? Check. Allegations of financial misconduct? Check again. In the defense industry—a sector where scrutiny is as much a part of the job description as supply chains—Cyberlux has managed to stand out for all the wrong reasons. Yet, allegations are not convictions. And here lies the journalist's dilemma: how to wade through the muck without getting swept up in it.

Customers: Unimpressed or Unmoved?

Even more intriguing than the controversies were the whispers from customers—or rather, the lack of them. Feedback ranged from lukewarm to outright dismissive, with words like "scam" popping up more often than one would hope for a company aiming to revolutionize its field. The stark disconnect between Cyberlux's bold self-presentation and the market's shrug of indifference feels like a plot twist waiting for its reveal. Is this the defense industry equivalent of "the emperor has no clothes," or is something more complex at play?

Personal Reflections on a Case Study in Controversy

As a journalist-in-progress, my interest in Cyberlux isn't just professional; it's personal. Companies like this embody everything that fascinates me about the defense world—the high stakes, the drama, the razor-thin line between brilliance and disaster. Cyberlux, with its audacious claims and stormy public profile, feels like the perfect case study in the intersection of leadership, innovation, and accountability.

What's Next for Cyberlux?

The path forward isn't just uncertain—it's treacherous. Will Cyberlux overcome its legal woes and skeptical customers to carve out a legitimate place in the defense sector? Or will it collapse under the weight of its own audacity? I'm watching, notebook in hand, ready to follow wherever the story leads. Because if there's one thing Cyberlux guarantees, it's that it won't be boring.

Disclaimer: The information presented in this blog post is based on publicly available sources and personal observations. Allegations of financial wrongdoing and accusations of being a scam are unverified claims and should be treated as such. Readers are encouraged to conduct their own research and consult multiple sources for a comprehensive understanding of Cyberlux.

Comprehensive Resources for Researching Cyberlux Corporation

Researching a company like Cyberlux Corporation requires a strategic approach, leveraging multiple sources to gather detailed and accurate information. Cyberlux's activities span various sectors, including government contracting and public markets, making it essential to use platforms that offer insights into litigation, financial disclosures, corporate registration, and federal spending. Here's an in-depth look at the tools I rely on to build a complete understanding of Cyberlux Corporation.

Federal Court Records

- **PACER Monitor:** PACER Monitor is indispensable for tracking federal court litigation involving Cyberlux Corporation. It provides access to case dockets, filings, and outcomes, helping to identify legal patterns and potential regulatory challenges faced by the company.
- **San Diego Federal Court Records:** Specific to California, these records are particularly useful for identifying cases related to Cyberlux in one of the busiest federal jurisdictions. They often reveal significant litigation, such as contractual disputes or regulatory compliance issues.

State Business Registries

State-specific corporate records are critical for uncovering Cyberlux Corporation's registrations, filings, and status in multiple jurisdictions:

- **California Secretary of State:** The California Secretary of State's Business Entities portal offers information on Cyberlux's incorporation status, filings, and agent details. It's an excellent resource for understanding their corporate structure within California.
- **Nevada Secretary of State:** Nevada's business registry is essential for accessing records in a state known for its business-friendly laws. This source sheds light on Cyberlux's legal presence and operations there.
- **North Carolina Secretary of State:** Since Cyberlux is headquartered in North Carolina, this registry is pivotal. It provides detailed insights into their principal office information, corporate filings, and annual reports.
- **Florida Division of Corporations:** Florida's Sunbiz portal is another valuable resource, offering access to corporate registrations and details on any operations or filings Cyberlux has within the state.
- **Virginia State Corporation Commission (SCC):** The Virginia SCC's Clerk's Information System

(CIS) helps track Cyberlux’s activities and compliance within Virginia’s jurisdiction.

Financial and Public Market Filings

• **OTC Market Group Filings:** As Cyberlux Corporation is publicly traded on the OTC Markets, this source provides critical information such as financial disclosures, annual reports, and transparency statements. These filings are key to evaluating the company’s fiscal health and operational priorities.

Government Contracting and Spending

• **USASpending.gov:** This platform provides a detailed look at government contracts and grants awarded to Cyberlux. It is particularly useful for analysing the company’s role in defence and government-related projects, highlighting revenue streams and strategic partnerships.

• **SAM.gov:** The System for Award Management (SAM) is a must-use resource for tracking Cyberlux’s registrations and certifications as a government contractor. It also provides information on their eligibility for federal contracts and their history of working with government agencies.

State and Local Court Records

• **North Carolina Court Portal:** The state court portal offers insights into legal proceedings within North Carolina, including civil, criminal, and business-related cases involving Cyberlux.

• **Virginia Circuit Court Records:** Virginia’s circuit court system often handles cases tied to business disputes and government contracts, making it a vital source for understanding Cyberlux’s legal engagements in the region.

• **Harris County, Texas, Court Records:** Harris County is a key jurisdiction for tracking legal cases involving Cyberlux, particularly in relation to commercial and technological disputes.

EXHIBIT E

Jackson Holt

Perspectives That Challenge the Ordinary

jacksonholt.com Printed on July 20, 2025

Why I Refuse to Stop Writing About Cyberlux Corporation—Because Taxpayers Deserve the Truth

March 15, 2025

Categories: Cyberlux

Tags: cyberlux, DOD, factoring, FMS, trump, U.S., Ukraine

I have been writing about Cyberlux Corporation—accused by some of incessantly regurgitating the same points—because their actions demand scrutiny. This isn't about obsession, personal vendettas, or some grand conspiracy—it's about accountability for the misuse of taxpayer funds, the stench of corruption, and the sheer arrogance with which this company has operated.

Where It Started

My attention was first drawn to Cyberlux Corporation (CYBL) after reading a Wall Street Journal article that should have been a straightforward business story but instead read like an ego trip for

CEO Mark Schmidt. He didn't just talk about his company's success—he styled himself as some kind of Pentagon renegade, storming through bureaucratic red tape like a self-proclaimed defense industry Robin Hood. But the moment he referred to Cyberlux Corporation as a "virus inside the DoD," I knew this wasn't just corporate bravado—it was pure nonsense.

Photo Credit to SERHII KOROVAYNY FOR THE WALL STREET JOURNAL

As the child of someone who worked in the defense industry, I know the culture well. People who truly understand military service and national security don't need to dress up as warriors or play rogue agents. They do the work. They follow the process. And they don't need to stage a Hollywood action sequence to get a contract. Schmidt's words felt like stolen valor—wrapping himself in the language of the military while having no business doing so. If you want to sell drones to the Pentagon, maybe don't compare yourself to a disease infecting the Department of Defense.

What I Discovered

What started as skepticism turned into full-fledged concern when I began to dig deeper. A trail of unpaid debts, lawsuits, and court judgments for non-payment. Misuse of corporate funds on luxury items. This wasn't just an unstable company—it was an unstable company being handed government contracts.

Then came the bombshell: Cyberlux Corporation somehow secured a \$78.8 million Foreign Military Financing (FMF) contract. That alone was stunning, considering the company's track record. But what made it worse? The U.S. government handed them 50% of that money upfront. A company with a history of financial instability was given a taxpayer-funded payday with no serious oversight—and on the day they received that payment, Cyberlux Corporation had less than \$3,000 in their bank account. That's right—less than what most people spend on a weekend trip, yet they were suddenly flush with millions in taxpayer cash.

And the more I looked, the more troubling things became.

- Corporate money spent on luxury purchases while debts piled up.
- Millions transferred to executives even as the company faltered.
- A \$213,000 Mercedes purchase—because apparently, military contracts now come with high-end perks. Nothing says “serious defense contractor” like splurging on a luxury car with money meant for battlefield technology.

If this weren’t taxpayer money, it would be a joke. But it is taxpayer money. Your money. My money. Money meant for national security, not CEO shopping sprees.

The Smell of Corruption

As if the financial mismanagement weren’t bad enough, Cyberlux Corporation and Schmidt hid behind the veil of “classified” information, claiming that details couldn’t be shared with shareholders or creditors due to security concerns. This wasn’t about protecting sensitive military secrets—it was about dodging accountability. No evidence has emerged that any of their contracts are classified. No evidence that security clearances have been issued. Convenient, isn’t it?

For all the talk about ‘draining the swamp,’ how does a company like Cyberlux Corporation waltz into a Pentagon deal with an empty bank account and a history of unpaid debts? Politicians across the spectrum claim they want to clean up government waste, yet time and time again, we see unqualified companies getting massive contracts with little oversight. If there were ever a case study in how broken the system is, this is it.

This isn’t about partisan politics—it’s about basic taxpayer accountability. The Pentagon didn’t just fail to do its due diligence; it handed millions to a company with a documented history of financial instability. If that’s not the definition of a rigged system, I don’t know what is. But what if this wasn’t just negligence? What if Cyberlux Corporation didn’t just slip through the cracks but had a particularly smooth ride through the system?

This raises an even bigger question: I have serious concerns about whether Cyberlux Corporation may have violated the Foreign Corrupt Practices Act (FCPA) in the process of securing its FMF deal. While I do not have definitive proof, certain patterns raise questions about whether improper payments or incentives played a role in facilitating their contract. If that’s the case, this wouldn’t just be financial recklessness—it could warrant serious legal scrutiny, and that’s why a full investigation is necessary.

Call me skeptical, but when a company with this kind of financial baggage suddenly leapfrogs past legitimate defense firms to score a massive Pentagon-backed contract, I start wondering if something more than just “good networking” was at play.

Why I Won’t Stop Writing

I’ve had my fair share of detractors. People who think I should let this go. People who insult me, try to discredit me, or claim I’m obsessed. Here’s my response:

I write about Cyberlux Corporation because their behavior is an outright insult to every family that pays taxes, serves in the military, or works in the defense industry. I refuse to let taxpayer money be funneled into the pockets of people who have benefited from a system that failed to provide proper oversight, wrapped themselves in military jargon, and enriched themselves under false pretenses.

This isn’t just a bad business deal—it’s a scandal that demands a reckoning. If Cyberlux Corporation

has engaged in fraud, corruption, or bribery, there should be consequences. If the government failed to do its due diligence, there should be reforms. If this contract was awarded without proper oversight, there should be investigations. The system only changes when people demand answers—and I intend to keep demanding them.

So, I will keep writing. I will keep investigating. And I will keep pushing for real accountability. Because silence is exactly what people like Schmidt and Cyberlux Corporation count on. And I refuse to be silent.

I also want to acknowledge the creditors and their legal counsel who have stepped forward to file civil suits and demand accountability from Cyberlux Corporation and its management. While I feel terrible that they have been left in such a position, I have great respect for their determination to pursue justice. Their fight for transparency and accountability made these revelations possible. But their fight isn't over, and neither is mine.

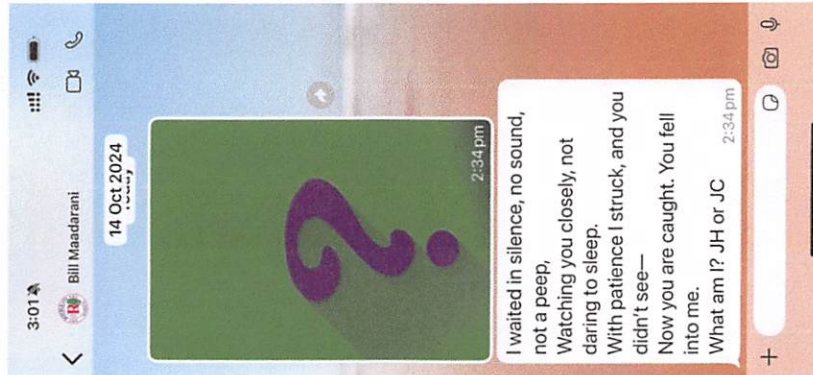
To read all my articles on Cyberlux Corporation [click here](#).

Disclaimer

All posts, articles, and op-eds about Cyberlux Corporation are grounded entirely in information sourced from publicly available court records, government documents, and financial disclosures filed with OTC Markets. This content is intended for informational purposes only—it's not legal advice, it's not financial guidance, and it's definitely not an invitation to dive headfirst into investment decisions. Our interpretations, opinions, and conclusions stem exclusively from these accessible resources. Ultimate adjudication of legal matters rests with the courts and qualified legal professionals. As always, you're encouraged to verify independently because, let's face it, trust but verify is a motto that never goes out of style. If you believe there is an error in our reporting and have **verifiable** proof, we encourage you to present it, and we will promptly review and address any inaccuracies.

EXHIBIT F

May 10th Message



May 27th Message



EXHIBIT G

RacketeerX
62 posts

RacketeerX
@RacketeerX

Joined March 2022

1 Following 19 Followers

Followed by Dallas Stars

Posts Replies Media

RacketeerX @RacketeerX · May 27
After months of their continued assault on [\\$CYBL @CyberluxC](#), Who is [@theJacksonHolt](#)? The anonymous account has for months spread a damning narrative behind the curtains(pun intended).

5 8 19 1.7K

← Post

After months of their continued assault on [\\$CYBL @CyberluxC](#), Who is [@theJacksonHolt](#)? The anonymous account has for months spread a damning narrative behind the curtains(pun intended).

3:20 PM · May 27, 2025 · 1,717 Views

Post your reply

Reply

RacketeerX @RacketeerX · May 27
Attempting at times to be a purveyor of truth and justice, hiding behind the guise ensuring American tax dollars are being used wisely. From their "Who Am I, and Why Should You Care?" section.

I'm Jackson Holt—a writer, investigator, and storyteller shaped by a lifelong curiosity about the truths that define our world. Raised in a family where stories and secrets were part of everyday life, I learned to ask questions, challenge assumptions, and pay attention to the spaces in between. A Jesuit education sharpened that instinct, training me to think critically, embrace complexity, and recognize patterns that others overlook.

Much of my career has been spent examining how events unfold, how decisions are made, and how unseen forces shape outcomes. From political shifts to cultural movements, I've worked to break down the mechanics of influence, power, and the quiet negotiations that often go unnoticed.

Now based in Mallorca, I continue to explore these themes through journalism, essays, and fiction. This site is where my work lives. It's not about easy answers or neatly packaged takes but about looking deeper, connecting ideas, and sometimes using fiction to explore what facts alone cannot.

Whether through reporting or storytelling, my goal remains the same: to provoke thought, evoke feeling, and uncover the unseen.

1 10 379

← Post

Reply

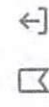
Home page - Jackson Holt

1



11

343



RacketeerX @RacketeerX · May 27
Profile of Jackson Holt

Archived versions of the [jacksonholt.com](https://www.jacksonholt.com) website and social media profiles show Jackson Holt's persona changed significantly since 2022, suggesting the user is attempting to obfuscate identifiable information.



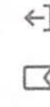
jacksonholt.com
Homepage - Jackson Holt

1



11

330



RacketeerX @RacketeerX · May 27

For instance, archived versions of the website and social media profiles in 2022 showed Jackson Holt was an American, divorced, middle-aged father and grandfather, with experience in the defense industry, which matches

← Post

Whether through reporting or storytelling, my goal remains the same: to evoke feeling, and uncover the unseen.

1



10



RacketeerX @RacketeerX · May 27
However all may not be as it seems.

A deeper search contains very intriguing connections behind the scenes.

Archived versions of [jacksonholt.com](https://www.jacksonholt.com) and various social media accounts paint a completely different picture.



jacksonholt.com
Homepage - Jackson Holt

1



11

← Post

Reply



RacketeerX @RacketeerX · May 27

For instance, archived versions of the website and social media profiles in 2022 showed Jackson Holt was an American, divorced, middle-aged father and grandfather, with experience in the defense industry, which matches Curtin's background.

I'm a late 40-something, divorced, single-dad. And these are my resumes. My work, my play, my travel, and my...
Vignettes of all manner of things (including how the same traits actually work).

X

https://twitter.com - thejacksonholt

Jackson Holt (@thejacksonholt) / Twitter

father, grandfather, lost soul, defense industry refugee. Political centrist in full opposition of Trump-World. I oppose the formation of a Christian Taliban.

1



12

312



RacketeerX @RacketeerX · May 27

The profile changed by at least mid-2023 almost certainly in an attempt to obfuscate biographical details, and by late 2024 Jackson Holt claimed to be a British woman living in Mallorca, Spain.

1



10

291



RacketeerX @RacketeerX · May 27

Archived versions of the [jacksonholt.com](https://www.jacksonholt.com) website from April 2022 claim Holt is "late 40-something, divorced, single-dad." Similarly, Holt's Twitter profile previously reflected the user was a father and grandfather with centrist political views.



Post

Reply

2



11

299



RacketeerX @RacketeerX · May 27

Who is James "Jim" Curtin and where does he fit within this campaign?

James "Jim" Curtin

James "Jim" Curtin very likely operates the anonymous "Jackson Holt" online persona, judging by his company's role in selling Holt's book, archived details of Holt's identity, and Curtin's email and phone numbers probably serving as recovery contacts for at least two of Holt's email addresses. Curtin likely established the Holt persona in April 2022, based on an archived post to the [jacksonholt.com](https://www.jacksonholt.com) website and associated Instagram and Facebook accounts, but did not begin posting defamatory messages against Cyberlux until possibly late 2024 despite claims that those messages began in 2023, based on a review of archived website activity.¹



Jim Curtin

- Holt's website featured a "Cyberlux Disclaimer" dated 21 March 2023, however an archived version of the site from 28 March 2023 shows the site's primary focus at that time reflected Holt's background as a self-described "arms dealer" and reflections of Holt's travel experiences. Investigators found no mentions of Cyberlux in archived posts from that time.²

Curtin likely resides in Pittsford, New York, but also spends time in Alexandria, Virginia, judging by his voter registration, residential addresses, and social media activity.³ He currently works as an advisor in the defense industry, with a career spanning in related fields since the mid-1990s. Curtin is likely divorced, with two grown children, and a probable grandson, judging by social media content.⁴

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12

306



RacketeerX @RacketeerX · May 27

Carotank Road LLC

Jackson Holt authored two books—The Offer and The Broker's Secret An Origin Story—which are both sold by Carotank Road LLC, a company founded by and registered to Curtin.

Q 1 12 306 ...

RacketeerX @RacketeerX · May 27

Carotank Road LLC
 Jackson Holt authored two books— The Offer and The Broker's Secret An Origin Story—which are both sold by Carotank Road LLC, a company founded by and registered to Curtin.



Q 1 13 305 ...

RacketeerX @RacketeerX · May 27

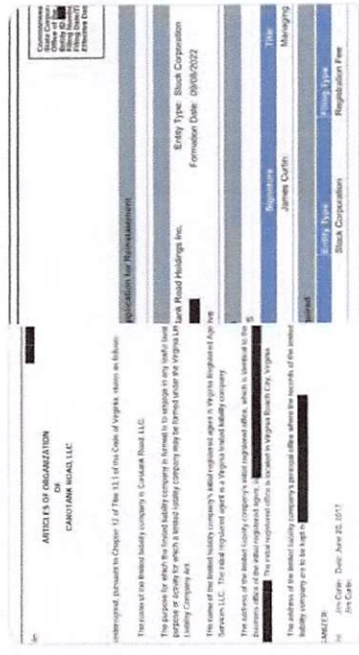
Curtin registered Carotank Road LLC in Virginia in 2017 and is the sole company officer, according to the Virginia business registry. Carotank is not a listed seller for any additional books on the Apple Books website, suggesting a strong association with Jackson Holt.



Q 1 13 305 ...

RacketeerX @RacketeerX · May 27

Curtin registered Carotank Road LLC in Virginia in 2017 and is the sole company officer, according to the Virginia business registry. Carotank is not a listed seller for any additional books on the Apple Books website, suggesting a strong association with Jackson Holt.



Q 1 11 290 ...

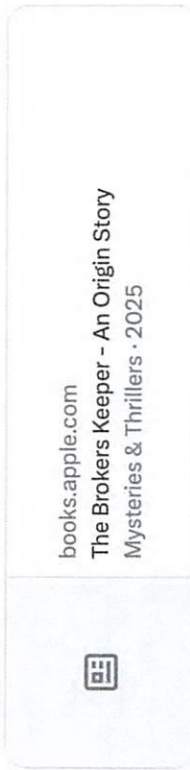
RacketeerX @RacketeerX · May 27

Curtin registered Carotank Road on 20 June 2017 in his name and used his residential address—as the company's principal office. Curtin also maintains Carotank Road Holdings Inc, a stock corporation with 25,000 total shares.

Q 1 10 279 ...

RacketeerX @RacketeerX · May 27
Although inactive as of January 2025, Curtin filed to reactivate the corporation on 22 March 2025, according to corporate filings in Virginia.

Those published books including the publisher link can be found here:

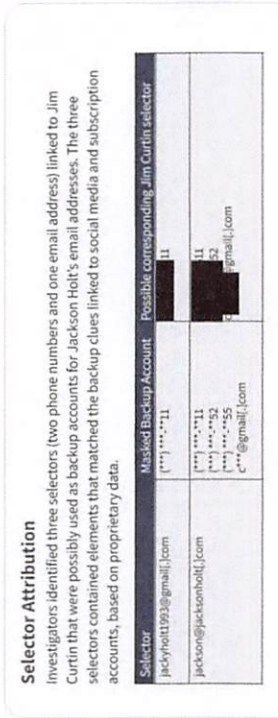


1 11 271

RacketeerX @RacketeerX · May 27
The evidence doesn't end with being involved with Carotank Road Holdings Inc however. It seems there are more credible ties that move the needle beyond just being a highly coincidental Seller.

1 11 271

RacketeerX @RacketeerX · May 27
When doing a forensic deep dive into the accounts, 3rd party investigators were able to establish unique identifiers that were possibly used as backup accounts for Jackson Holt's email addresses including phone numbers and email backup accounts.



1 10 285

RacketeerX @RacketeerX · May 27
Replying to @RacketeerX
A few questions to ponder -
Why would @WBGroup_PL and Jim Curtin be involved in business interference, corporate espionage, slander and stock manipulation. Could it be that @WBGroup_PL and @WBGroupAmerica are seeking to eliminate competition in the international market because

1 11 272

RacketeerX @RacketeerX · May 27
 they don't have the ability to compete. Could they be seeking to take out key competitors such as @CyberluxC and Chief Revenue Officer @BillMaaadar60848 has a key foothold in the markets they are seeking to compete in.

1 11 277

RacketeerX @RacketeerX · May 27
 Replying to @RacketeerX
 Was Jim Curtin a candidate for General Manager at Datron World Communications prior to not being selected?

1 11 281

RacketeerX @RacketeerX · May 27
 @CyberluxC business in an attempt to drive down the \$CYBL share price and possibly interfere with the acquisition?

1 11 367

Isn't it true that Jim Curtin has worked as @wbgroupamerica General Manager for years with no verifiable results?

Doesn't Jim Curtin represent @WBGroup_PL and what is their involvement in all of this campaign?

1 13 388

Are Jim Curtin @WBGroup_PL & @WGGroupAmerica really guilty of slander, business interference and stock manipulation?

4 19 529

RacketeerX @RacketeerX · May 27
 I'm sure \$CYBL shareholders would love answers to the questions posed above. @SECGov @TheJusticeDept

4 4 231

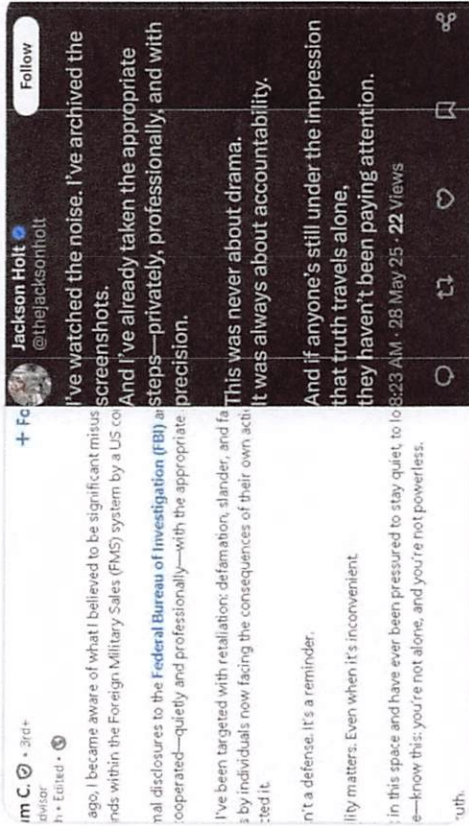
America First @USAFirststandonly · May 27
 This is awesome. Thank you!

4 2 67

America First @USAFirststandonly · May 28
 @MDSAdvisor research done for you. Time to take action against this fraud

America First @USAfirststandonly · May 28

If you want further proof check out the writing style between his LinkedIn account and fake girl X account lol



letsgetdothis @letsgetdothis · Jun 9

Please comment on the latest lawsuit? Because I'm bringing this up is it an assault or a fact? 2.3m defaulted, no words from @MDSAdvisor explaining his actions. As long as Mark is running this company we're f d d d d d

Noc718 @noc718 · Jun 18

Rumors are he is trying his hand at becoming a shit stirring blogger, is confused about its gender, Pretends to live in some fairy land. \$CYBL could of broke him.

America First @USAfirststandonly · Jun 18

No that's Jim if you're referring to JH

James "Jim" Curtin

James "Jim" Curtin very likely operates the anonymous "Jackson Holt" online personality, judging by his company's role in selling Holt's book, archived details of Holt's identity, and Curtin's email and phone numbers probably serving as recovery contacts for at least two of Holt's email addresses. Curtin likely established the Holt persona in April 2022, based on an archived post to the jacksonholt [.com website and associated Instagram and Facebook accounts, but did not begin posting defamatory messages against Cyberlux until possibly late 2024 despite claims that those messages began in 2023, based on a review of archived website activity.⁶



Jim Curtin

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Curtin likely resides in Pittsford, New York, but also spends time in Alexandria, Virginia, judging by his voter registration, residential addresses, and social media activity.¹⁴ He currently works as an advisor in the defense industry, with a career spanning in related fields since the mid-1990s. Curtin is likely divorced, with two grown children, and a probable grandson, judging by social media content.¹⁵

America First @USAFirstandonly
 9:52 PM · Jun 5, 2025 · 386 Views

@thejacksonholt blocked me for exposing him, then proceeds to keep posting about me lol. Someone tell him I love the pictures he posted of me, that's why I posted them in the first place 🤪 \$CYBL

2 replies · 4 likes

Post your reply

Not Bruce @BruceMcDou67575 · Jun 5
 I think he's blocking everyone now, lol.

1 reply · 78 likes

America First @USAFirstandonly · Jun 5
 You too? Lol

1 reply · 85 likes

Show replies

xxxryay @xxxryayxxx · Jun 5
 she blocked you because you love America!

2 replies · 39 likes

Jackson Holt @thejacksonholt · Jun 5
 Think carefully about what you say next.

5 replies

America First @US... · 10m
 Replying to @thejacksonholt and @BruceMcDou67575

Oh Jim I have your address your phone number and your email. I haven't posted any of that so you have not been doxxed by me lol. I am thinking of paying you a visit though to say hi and shake your hand.

1 reply · 1 like · 8 retweets

America First @USAfirstandonly · Jun 5
 Replying to @thejacksonholt and @BruceMcDou67575

I really do want to shake your hand so I can take a picture and fully expose the real Jim Curtin and not the fake female Jackson Holt. Sorry that threatens you lol

Jackson Holt @thejacksonholt · May 29
 Investigating and attacking a journalist's relatives doesn't discredit the reporting.

3 replies 1 retweet 468 likes

it just confirms the story's proximity to something someone wants buried.

America First @USAFirstandonly · May 30
 Replying to @thejacksonholt
 These relatives?

Kimberly Curtin
 Age 49

Possible Spouse

David Curtin
 Deceased

Mary Curtin
 Age 89

Patrick Curtin
 Age 29

Aidan Curtin
 Age 22

Mackenzie Curtin
 Age 25

David Curtin
 Age 62

Vanessa Curtin
 Age 60

Jackson Holt @thejacksonholt · Jun 5
 Discredit a company that landed itself in receivership?

2 likes 142 retweets

Seems to me that \$cybl doesn't really need my help being discredited.

America First @USAFirstandonly · Jun 5
 I'm discrediting that you are who you say you are. You forget the internet is forever. You're not the daughter of Jim Curtin you are Jim Curtin which is a serious conflict of interest

CodeForAutomation @AutomationCode
 Replying to @thejacksonholt @swxgback and 2 others
 Your old profile text is still visible.

Follow

https://twitter.com/thejacksonholt

Jackson Holt (@thejacksonholt) / Twitter
 father, grandfather, test soul, defense industry refugee, Political centrist in full opposition of Trump-World. I oppose the formation of a Christian Taliban.

1 reply 2 likes 136 retweets



America First  @USAFirststandonly · May 30
Replying to @thejacksonholt



72



128



America First  @USAFirststandonly · May 30
Replying to @thejacksonholt

No one has threatened you clown 🤡. Why pretend to be a young woman "exposing the truth". Why not just be you, the James we all know you are now. If you really stood behind your findings you wouldn't be hiding behind your fake female persona. I'll answer that question for you, you know what you're doing is illegal but now you've been exposed.

James "Jim" Curtin


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America First  @USAFirststandonly · 22m
 Replying to @thejacksonholt

Oh James you're either going to get heavily fined or most likely go to jail. Pretending to be a girl to hide your vested interest in hurting **SCYBL** and spreading misinformation is a crime. We have receipts and indisputable evidence against you. You'll be in court soon enough

America First  @USAFirststandonly · May 30
 Replying to @thejacksonholt

If you were about the truth you wouldn't hide behind an alias. No one has threatened you besides with legal consequences. Stop being a drama queen



James "Jim" Curtin

Jim Curtin

James "Jim" Curtin very likely operates the anonymous "Jackson Holt" online personality, judging by his company's role in selling Holt's book, archived details of Holt's identity, and Curtin's email and phone numbers probably serving as recovery contacts for at least two of Holt's email addresses. Curtin likely established the Holt persona in April 2022, based on an archived post to the jacksonholt[.]com website and associated Instagram and Facebook accounts, but did not begin posting defamatory messages against Cyberlux until possibly late 2024 despite claims that those messages began in 2023, based on a review of archived website activity.⁴

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7:15 am Sat 31 May

Post

Mark B @MarkBhub · 4h
 Sorry Jim, Jackson... I forgot... You can't be a trans activist, as that wouldn't align with your other x account that you use to reinforce and amplify your posts. Must be a confusing time for you.

HandicappedTrans @HandicappedTrans · 4h
 This is an example of trans supremacist heterophobic hate speech.

Spongebushy @spongebushy · 23h
 Replying to @Chenod310 @cushy2224 and 2 others
 Transphobes hate all trans people. This has been reinforced the past 4 days as a shit-ton of them mocked a dead trans kid (emphasis on kid).

blindidiotFrank @blindidiotFrank · 14h
 It being born in the wrong body considered a birth defect? Would being born in the wrong body be considered inferior to those born in the correct body? Kinda like a run of the litter?

elijah @elijah · 1d
 Replying to @HandicappedTrans and @cushy2224
 They called the person subhuman, but sure they're the bad guy for matching that energy.

What's happening

Going Public LIVE

#TUDUM LIVE on Netflix @ 8PM ET | 5PM PT
 Promoted by Netflix

Trending in United States
 FreeBecky Pride CTW
 38.4K posts

Trending in United States
 #CTWPrideFB
 32.5K posts

Trending
 Attorney General
 21.3K posts

Show more

Terms of Service | Privacy Policy | Cookie Policy | More ... in 2025 X Corp.

Messages

7:15 am Sat 31 May X.com 100%

Post

America First @USAFirstandOnly · 8h
 No one has threatened you clown 🤡. Why pretend to be a young woman "exposing the truth"? Why not just be you, the James we all know you are now. If you really stood behind your findings you wouldn't be hiding behind your fake female persona. I'll answer that question for you.

Show more

James "Jim" Curtin

James "Jim" Curtin very likely operates the anonymous "Jackson Hall" online personality, judging by his company's role in selling Hoot's book, archived details of Hoot's identity, and Curtin's email and phone numbers. James Curtin is the primary author of the book "Jackson Hall's" email address is Curtin@jacksonhall.com. He established the Hall in April 2022, based on an archived post to the pseudonym's [own website and associated Instagram and Facebook accounts, but did not begin posting defamatory messages against Cyberhex until possibly late 2024 despite claims that those messages began in 2023, based on a review of all three mobile activity.

- Hoot's website featured a "Cyberhex Disclaimer" dated 21 March 2021, however an archived version of the site from 26 March 2021 shows that the disclaimer was not present until after the "James Dealer" and reflections of Hoot's target experiences. Investigations found no mentions of Cyberhex in archived posts from that time.

Curtin likely resides in Pasadena, New York, but only spends time in Alexandria, Virginia, judging by his voter registration, residential addresses, and social media activity. He currently works as an advisor in the defense industry, with a career spanning in related fields since the mid-2000s. Curtin is likely divorced, with two grown children, and a probable grandson, judging by social media content. *

85

What's happening

Going Public LIVE

#TUDUM LIVE on Netflix @ 8PM ET | 5PM PT
 Sponsored by Netflix

Trending in United States
 FreenBecky Pride CTW
 38.4K posts

Trending in United States
 #CTWPRideFB
 32.5K posts

Trending
 Attorney General
 21.3K posts

Show more

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Messages

7:17 am Sat 31 May X.com 99% battery

Notifications

All Verified Mentions

Mark B @MaYbub · 5h
 Replying to @USAfirstandonly and @thejacksonholt
 Its because he likes to dress up and roleplay 🤪



America First @USAfirstandonly · 7h
 Replying to @thejacksonholt

What's happening

Going Public LIVE

#TUDUM LIVE on Netflix @ 8PM ET | 5PM PT
 Promoted by Netflix

Trending in United States
GreenBecky Pride CTW
 56.2K posts

Trending in United States
#CTWPriderFB
 40.2K posts

Trending
Attorney General
 21.3K posts

Show more

Who to follow

DOGE GSA
GSA @HRICF-GSA


Messages

7:17 am Sat 31 May 99%





*** x.com


Notifications

All Verified Mentions

America First  @USAfirststandonly · 7h
 Replying to @thejacksonhalt
 These relatives?

<p>Kimberly Curtin Age 49 Possible Spouse</p> <p>David Curtin Deceased</p> <p>Mary Curtin Age 89</p> <p>Patrick Curtin Age 29</p>	<p>Aidan Curtin Age 22</p> <p>Mackenzie Curtin Age 25</p> <p>David Curtin Age 62</p> <p>Vanessa Curtin Age 60</p>
---	---

 2  1  31  ...

America First  @USAfirststandonly · 7h
 Replying to @thejacksonhalt


Search


Trending in United States
#CTWPRideXFB
 40.2K posts


Trending
Attorney General
 21.3K posts

[Show more](#)

Who to follow

 **DOGE GSA**
@DOGE.GSA [Follow](#)

 **PMixer**
@LMonkey11 [Follow](#)

 **SignedSealedDelivered**
@SealedDelivered [Follow](#)

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Messages

8:13 AM

Show probable spam

Mark B @MaMbubub · 27m

I prefer the one about the president of a rival defence company using gender confused pseudonyms to cause reputational damage to \$cyblx.com/RacketeerX/sta...

RacketeerX @RacketeerX · 1d
linkedin.com/in/jimcurtin

Why would Jim Curtin @wbgroupamerica possibly go through the trouble of such a targeted attack on @CyberluxC @MDSAdvisor and @BillMaadar60848

Was this a revenge tactic as a result of not being hired by Datron and for Cyberlux acquiring Datron? x.com/RacketeerX/sta...

Add another post

7:22 am Sat 31 May

RacketeerX · 38 posts

You reported this Post.

RacketeerX @RacketeerX · May 29
Jim Curtin, president of @wbgroupamerica, you are not a journalist. You are a fraud. You are only attacking Cyberlux because you lost out on Datron and have never accomplished anything close to what Cyberlux is building.

RacketeerX @RacketeerX · May 29
You are now liable for slander, business interference and stock manipulation.

@SECGov @DeptofDefense @TheJusticesDept

RacketeerX @RacketeerX · May 29
Late afternoon, mere hours after the possible coordinated attack on @CyberluxC @BillMaadar60848 @MDSAdvisor were revealed, Jim Curtin made a post on his LinkedIn page. [linkedin.com/in/jimcurtin](https://www.linkedin.com/in/jimcurtin)

In the post he echoed the sentiments spread through months of @thejacksonboth writings.

What's happening

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Trending in United States
FreethePride CTW
56.2K posts

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#CTWPrideFB
40.2K posts

Trending
Attorney General
21.3K posts

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Messages

Jim C. · 266
1hr · Edited ·

Some time ago, I became aware of what I believed to be significant misuse of taxpayer funds within the Foreign Military Sales (FMS) system by a US company.

I made formal disclosures to the Federal Bureau of Investigation (FBI) and the GSA and have cooperated with both agencies in their investigations.

+ Follow

returning

All DIA ↑ 1.23% SPY ↑ 1.17% QQQ ↑ 1.19% TRENDING WBUY ↑ 100.22% APLD ↑ 11.75% CRCL ↑ 17.45



DjBets2 Yesterday 9:56 PM

@jacksonholt did i hurt your feelings clown

Quiet the sissy move to block me then keep posting about me. By the way i love the pictures you posted of me, that's why i posted them in the first place lol Bullish

1



neuromophic Yesterday 7:52 PM

@jacksonholt it saddens me that your deception has backfired that exposed you. I hope enforcement has a budget to handle thousands of complaints such as yours. Hire a lawyer to issue c&d orders from the judicial system. Bullish

1



ghostandgurgi May 28, 2025 10:30 AM

@jacksonholt @Tigershark57 I am not being paid by anyone to pump this at all. And I am most certainly not pumping it at all. Just stating my beliefs. I got into this when it was still in CE and happen to believe it is a good, albeit extremely high risk, lottery play type of investment. The products are there, the contracts are there, management just needs to learn to get out of their own way.

1

6:51

Top Latest People Videos Photos



jmli @jmli19698 · 19h

\$cybl Here we go.discord.gg/Y8M66VVSSc

159



tj @Tigershark245 · 21h

Replying to @thejacksonholt and @BruceMcDou67575

I am not sure why you push so hard about the Mercedes. Not illegal or unethical.

You, on the other hand, are at the least unethical.

Why you continue this charade is beyond me.

You are the catalyst.

Everything you have done and said was an obvious attempt to damage \$CYBL

6 311



Denise @calledGamma · 21h

\$CYBL The only one to make this all go away is Mark. I hope he gets his... together. Enough is enough.

1 188



DjBets2

Yesterday 5:35 PM

🇺🇸CYBL I feel so honored to have a full AI article written about me from @jacksonholt

Jim Curtin thinks I'm some sort of paid assassin for cybl 🤔🤔🤔

Your lack of investigatory journalism is showing Jim. I'm just an ordinary dude with 3 million shares that doesn't like the fact that you have a vendetta against the company and are trying to hide your ulterior motives behind a fake persona on x and your AI written articles.

I also don't believe that you were threatened on WhatsApp, otherwise you would have posted it for everyone to see.

Truth of the matter is you have been exposed and you are going down and to jail eventually.

jacksonholt.com/silenced-by... Bullish

RacketeerX @RacketeerX · 12m
 Replying to @RacketeerX
 And did Jim Curtin submit the anonymous letter in the Atlantic Wave case — potentially on behalf of a company he advises, partially owned by a foreign government — in attempt to damage Cyberluxs **Scybl** reputation, interfering with its business operations & harming shareholders.

RacketeerX @RacketeerX · 12m
 Replying to @RacketeerX
 Are they working with AWH to weaponize the court system and coordinating lawsuits against Cyberlux — which is clearly business interference — in an effort to irreparably harm the company & block its acquisition of Datron, including its IP, mfg capabilities, and workforce?
Scybl

RacketeerX @RacketeerX · 12m
 Replying to @RacketeerX
 Did @piotrwoj1956, @adanbart, or @WBGroup_PL authorize a coordinated slander campaign to drive Cyberlux toward insolvency? Is @WBGroup_PL partially state-owned by the Polish government? **SCYBL**

4:03
Jackson Holt @thej... · 58m
 Imagine obsessing over my use of 'we' instead of reading court records.

Denial isn't just a river in Egypt.

Scybl #FactsMatter
 0 1 11 51

Not Bruce
 @BruceMcDou67575

I actually think it's accurate. You yourself say you are a women but also they/them. Plus you're a dude in your real life. A ménage a toi if you will.

3:33 pm · 6/14/25 · 20 Views
 0 1 1

ORCA @NBBLegend · 18m
 Probably a f\$\$ggot.
 0 2 1 11 9

Post your reply
 1 0 0 0 0

6:31 AM
Post
ORCA @NBBLegend

BRUCE GIVE THAT JELLY BEAN THE POS AWARD.WHATS THA NAME?? JACKSONCRAP?LOL.IF I WAS HER LIKE I WOULD HAVE KILLED MYSELF LONG TIME AWAY.THE LAST POS OF THE SOCIETY=JACKSONCRAP.24/7 GARBAGE ABOUT CYBL.

6:27 pm · 6/14/25

🔍 🔄 ❤️ 2 📌 📩

Post your reply

🔍 🔄 📌 📩

5:21 PM
CORP1,500,000\$0.0026\$3.00-\$3,903.0004/03/2025Buy

Trade Details

CYBL CYBERLUX

CORP1,000,000\$0.0027\$3.00-\$2,703.00

🔍 🔄 📌 📩



ORCA @NBBLegend · 4m
Replying to @thejacksonholt @CyberluxC and 5 others

YOU HAVE COST A TON OF PEOPLE A TON OF MONEY.THEY TOOK YOUR POSTS FACE VALUE,AND SOLD IN THE .002s.LOST THEIR ASSES.THEN THE STOCK MOVES UP TO .008.I FEEL FOR THEM.I WAS BUYING THEIR SCARED SHARES.EVETRYTHING WAS FALLING ON MY LAP. LOL.

🔍 🔄 📌 📩



ORCA @NBBLegend · 18m
Replying to @thejacksonholt @BruceMcDou67575 and 4 others

Hey F\$ggot thanks for making a lot of Noise all along,so we were able to get cheap stock,as the idiots the MIMs read your stupid posts,and taking her power.🤔aaaaaaaaa KEEP MAKING NOISE. SO THESE F\$\$GOTS CAN TAKE LOWER

ORCA @NBBLegend

Hey F\$ggot thanks for making a lot of Noise all along,so we were able to get cheap stock,as the idiots the MIMs read your stupid posts,and taking her lower.Imaooooo
KEEP MAKING NOISE. SO THESE F\$ \$GGOTS CAN TAKE LOWER AND WE GET SOME MORE CHEAP STOCKS.LMAO.

5:02 pm · 6/14/25 · View

🔍 🔄 📌 📩

Follow



ORCA
@NBBLegend

Follow

HEY JACKSONCRAP. YOU MEAN NOTHING.YOUR POSTS MEAN NOTHING.
WE WILL SEE WHAT HAPPENS SOON.
LOL

7:03 pm · 6/14/25 · View

🗨️ 🔄 📌 1 ❤️ 📌 📌



Not Bruce
@BruceMcDou67575

Follow

You're blatantly fucking with the wrong people. I'm sensing, beyond your personality disorders perhaps bipolar mania. You can see it in the thread over time. Maybe time for self reflection.

6:18 pm · 7/2/25 · 13 Views

🗨️ 🔄 📌 ❤️ 📌 📌



RacketeerX @RacketeerX · 11m

Replying to @RacketeerX

Why would he go so far to possibly submit the anonymous letter in the Atlantic Wave case, the same case that has been continually pushed into public view and only framing the one sided narrative by this account? [\\$CYBL](#)

🗨️ 🔄 📌 9 ❤️ 📌 📌



RacketeerX @RacketeerX · 11m

Replying to @RacketeerX

Why would "big defense industry CEO" of @WBGroupAmerica Jim Curtin be so heavily vested in the success of @CyberluxC @MDSAdvisor @billmaadar60848 ? [\\$CYBL](#)

🗨️ 🔄 📌 7 ❤️ 📌 📌



RacketeerX @RacketeerX · 11m

Replying to @RacketeerX

When people are shown your malfeasance - you attempt to play the victim. You aren't interested in facts - you're interested in pushing a specific narrative with an end goal. [\\$CYBL](#)

🗨️ 🔄 📌 6 ❤️ 📌 📌



RacketeerX @RacketeerX · 11m

Replying to @RacketeerX

You spread disinformation, tag shareholders and company partners, in an effort to suppress the stock price and devalue the business. That is, by definition, business interference and stock manipulation. [\\$CYBL](#)

Not Bruce
@BruceMcDou67575

Follow

You try to illegally manipulate their stock for years, tag them and the sec and their partners, try to get city attorneys fired, write letters to courts, fuck with mayors and make accusations about shareholders. Yeah, it's the "wrong people"

6:52 pm · 7/2/25 · 7 Views

1

Jackson Holt @thejac... · 1m

And what are you doing will?

Cybertux Business Income

(NOTE: ONLY INCLUDE INFORMATION DIRECTLY RELATED TO THE BUSINESS OPERATION.)
MONTHLY INCOME

\$5,000.00

8:52

1

Michael @MGDumplin · 3d

It's time for you to hit the gym fat guy, step outside and touch some grass and shave that scraggly beard.

1

Quant Sniper @quant.sn... · 1d

Can someone explain in full what this all means?? Who is right, who is wrong.

Shareholders care, wish there was an official update call from the company members to hear them first hand

1

Jackson Holt @thejac... · 3d

Court Records are more accurate the google. \$cybl @lamesNola7

Post your reply

6:21

Taxpayers.

1

America First @USAf... · 4h

Replying to @thejacksonholt and @CybertluxC

Get a life Jim. I never threatened you and besides owning shares I have no affiliation with the company. Maybe some of the things you say are accurate about the company but you come across as a child and extremely desperate. I knew you were full of crap about everything the second you started saying I worked for cybl and I got my own AI article written about me lol. We all know who you really are, it's so sad you keep trying to pretend to not be Jim Curtin who lives here



1

19h

9:33 AM Post @calledGamma Follow

Denise @calledGamma

\$CYBL Holt, what you post here is harassment to CYBL shareholders if you have beef with CYBL go directly to them. But no, pay back is a bitch you deserve the same harassment.

7:32 am · 7/5/25 · 54 Views

Q 1

Not Bruce @BruceMc... · 55m

Holts entire "case" is literally all non sequitur and straw man arguments. He also plays a "prosecutor" in search of a crime. It's so transparent and low iq it's ridiculous.

Q 2

Not Bruce @BruceMc... · 12m

Trying to influence courts, going after public servants and manipulating markets through a conspiracy is absolutely a crime, and deeply immoral.

"RacketeerX" on X has a pretty good deep dive into to whole JH scam and will likely have more soon.

12:03 AM All Mentions Verified

MoneyBags liked your reply

Wow you're desperate.

Not Bruce @BruceMcDo... · 24m

Replying to @thejacksonholt @USAFirstandonly and 2 others

Remember usafirst & others holt is a criminal in a literal conspiracy to attempt to harm our investments. It's evil and immoral. You don't need to think beyond that.

America First @USAFi... · 1h

Replying to @thejacksonholt @CyberluxC and 2 others

Well anyway, have a good day. I'm going to enjoy my Saturday now 🍷

America First @USAFi... · 1h

Replying to @thejacksonholt

1:43 AM

Jackson Holt @thejac... · 1h

Writing about \$CYBL's public records isn't a crime.

But hysterically ranting about "conspiracies" while being part of a coordinated effort to promote a stock?

That's not irony. That's hypocrisy.

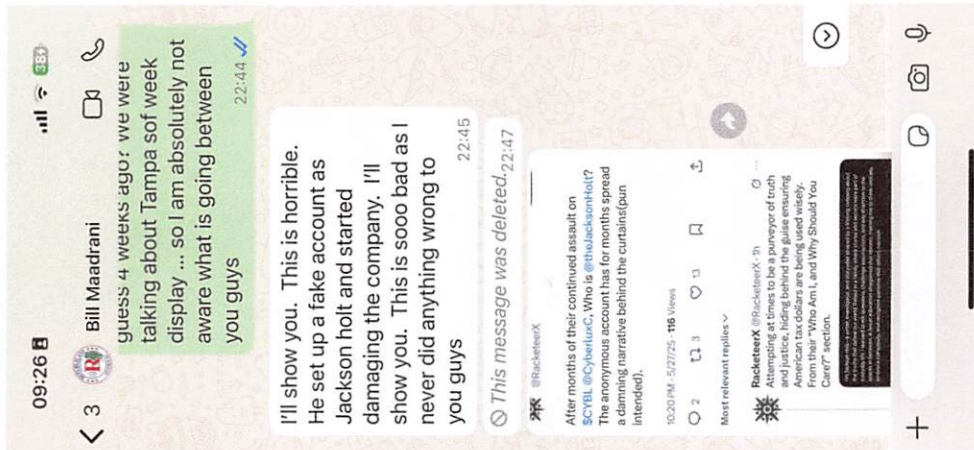
Not Bruce @BruceMc... · 12m

Trying to influence courts, going after public servants and manipulating markets through a conspiracy is absolutely a crime, and deeply immoral.

"RacketeerX" on X has a pretty good deep dive into to whole JH scam and will likely have more soon.

EXHIBIT H





That's all I got

First when I red those messages I had an impression that bill is threatening to wbe that the damage was made and he already did some legal steps. And I think he is waiting for our decision/proposal


I just told him that we have nothing to do with it 6:30

I have just one question 6:45

Do you know who is Jackson Holt? 8:12

What's that? 8:05

EXHIBIT I

From: Piotr Krystek P.Krystek@wb.com.pl 
Subject: ODP: Re: Bill Maadarani
Date: June 9, 2025 at 4:15 am
To: Jim Curtin jim@carotankroad.com



wow... it is really serious Jim... I can't imagine how many messages I got from him recently... where he was accusing you and WB that we have violenced the law and that we havdeliberately played against cyberlux in US just to destroy them and take over their positon... a total bullshit...WBG has nothing to do with it...

Best Regards,

Piotr Krystek
Director, International Business Development
WB Electronics S.A. I WB GROUP
phone: + 48 22 731 27 13
mobile: +48 605 288 422



Od: "Jim Curtin" <jim@carotankroad.com>
Do: "Piotr Krystek" <p.krystek@wb.com.pl>
Data: 06.06.2025 18:21
Temat: Re: Bill Maadarani

I think his point is pretty simple based on the physical threats I have been receiving. He's mad that Cyberlux has been placed into a court order receivership for not paying its debts. At this point, they owe in excess of 25\$m to suppliers and investors, and their large \$78.8 million dollar contract that they were proud of in December 2023, was actually placed in stop work right around the same time we were meeting with them in Warsaw.

Their contract was ultimately cancelled in May of 2024. From what I gather, the cancellation was due to inadequate range of the radio and problems with the detonators.

After our encounters with cyberlux and research into their potential as a partner I became very concerned by the pattern in which Cyberlux was misusing US Taxpayer money. I reported this to the FBI and GSA.

Within a few hours of Bill writing to me on WhatsApp, I was doxxed on twitter. Images of my previous residences have been published including names of my children and family members.

Last night there was a message that read "oh Jim I have your address your phone

number and your email.....I am thinking of paying you a visit....”

So I am now in the process of filing criminal charges against Bill and Cyberlux under several federal laws including; stalking, threats via electronic comms, doxing with malicious intent, harassment.

I have now had to notify the FBI of these threats to my family as well as the court ordered receiver who is now in control of Cyberlux.

As you can see - not a fun week. Especially when my family is being threatened online.

Jim

'On May 22nd, Cyberlux was ordered by a Judge into receivership.

On Jun 6, 2025, at 11:15 am, Piotr Krystek <p.krystek@wb.com.pl> wrote:

what is his point? he seems to be very angry and is accusing all of us of illegal behaviour
Best Regards,

Piotr Krystek
Director, International Business Development
WB Electronics S.A. I WB GROUP
phone: + 48 22 731 27 13
mobile: +48 605 288 422
<Mail Attachment.jpeg>

Od: "Jim Curtin" <jim@carotankroad.com>
Do: "Piotr Krystek" <p.krystek@wb.com.pl>
Data: 06.06.2025 17:12
Temat: Re: Bill Maadarani

Hi Piotr,

I'm OK.

Yes- I received some WhatsApp messages from him which I did not respond to.

Jim

On Jun 6, 2025, at 10:48 am, Piotr Krystek <p.krystek@wb.com.pl> wrote:

Hi Jim,

How are you?

did you have any contact with Vill Maadarani recently?

Best Regards,

Piotr Krystek

Director, International Business Development

WB Electronics S.A. I WB GROUP

phone: + 48 22 731 27 13

mobile: +48 605 288 422

<Mail Attachment.jpeg>

WB Electronics S.A.

05-850 Ozarów Mazowiecki, ul. Poznańska 129/133

NIP: 526-216-83-87 REGON: 012890349 KRS: 0000369722 W.K.Z.: 516 616,35

PLN

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Krajowego Rejestru Sądowego

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WB Electronics S.A.

05-850 Ozarów Mazowiecki, ul. Poznańska 129/133

NIP: 526-216-83-87 REGON: 012890349 KRS: 0000369722 W.K.Z.: 516 616,35 PLN

Sąd Rejonowy dla m. st. WARSZAWY w Warszawie XIV Wydział Gospodarczy Krajowego Rejestru Sądowego

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EXHIBIT J

Valuation Memo: Anchor 5.0 ("Pippa")

1. Title + IP Identifier

- IP Title: *Anchor 5.0 ("Pippa")*
 - Classification: Internal Algorithm
 - Jurisdiction: US
 - TRL Stage: 7
 - Defence Alignment: Coalition-Compatible (Generic, including AUKUS/Five Eyes/NATO-ready overlays)
-

2. Executive Summary

Anchor 5.0 ("Pippa") is an AI-based strategic operator interface optimised for export-safe advisory, narrative risk filtration, and coalition-compliant brief generation. The system delivers role-calibrated interaction, doctrinal overlays, and adversarial red-teaming logic for founders, PMs, BD leads, and export officers operating in defence and dual-use markets. Its functionality spans funded pilot readiness, export screening, doctrinal compliance, and modular document creation. Valuation triangulated via cost, market, and income methods, with risk discounting for memory-layer IP mimicry and narrative control dependencies.

Estimated Valuation Range (USD): | Methodology | Low Estimate | Mid Estimate | High Estimate |
|-----|-----|-----|-----| | Cost-Based | \$2.7M | \$3.3M | \$3.9M | | Market-Based |
\$5.0M | \$6.1M | \$7.5M | | Income-Based | \$5.8M | \$7.4M | \$9.2M | | **Triangulated Range** | **\$4.8M** |
\$5.9M | **\$7.2M** |

3. Methodology Overview

- **Cost Method:** Based on internal development spend, coalition module engineering, and red-team filter overlays.
- **Market Method:** Benchmarked against comparable narrative filtration and coalition-facing SaaS IP (SBIRs, modular export screening IP, cognitive workflow SaaS).
- **Income Method:** Forecasted by per-seat license SaaS model with operator-class pricing, plus fractional CSO premium overlay.

Modifiers: EAR/coalition safe output enforced, reverse engineering and narrative IP mimicry discounted.

4. Input Summary

- R&D Cost: Approx. \$2.6M including modular doctrine overlay engine and scenario corpus.
 - Development Duration: 30–36 months
 - Prototype Cost Estimate: \$350K (modular red-team handoff logic and export-safe NLP tuning)
 - Revenue Model: SaaS seat + fractional CSO overlay
 - Forecasted Unit Revenue: \$35K–\$80K per client org/year (BD/Export Strategy seat)
 - Market Penetration Estimate: 1.5–4% of coalition-aligned dual-use and export-facing tech firms
 - Expected Useful Life: 6–9 years
 - Exclusive Rights: True
 - Export Control Status: Output enforced EAR-safe, algorithmic classification pending
 - Competing Claims: None known
-

5. Findings by Method

5.1 Cost Method

- Base cost range: \$2.7M-\$3.9M including interface logic, red team layer, and doctrinal filters.
- Defence-specific uplift: +12% doctrinal integration premium
- Export friction: -10% for EAR overlay constraints

5.2 Market Method

- Comparables: SaaS narrative intelligence (UK DASA grant, \$430K); decision-support overlays (acq. comps adjusted to seat-based logic); modular policy tools.
- Adjusted for TRL 7 and US jurisdiction: \$5.0M-\$7.5M

5.3 Income Method

- Client model: 75-130 coalition-aligned clients in niche export/BD/intel roles
- Lifetime value per org: \$150K-\$250K
- NPV: \$5.8M-\$9.2M based on moderate adoption and role-class expansion

6. Triangulated Valuation Range

Method weighting: Income (45%), Market (35%), Cost (20%) given mature TRL and functional rollout. -
Final Valuation Range: **\$4.8M – \$7.2M USD**

7. Sensitivity Analysis

| Variable | Low Case | Base Case | High Case | |-----|-----|-----|-----| | SaaS Adoption |
60 clients | 100 clients | 140 clients | | Export Limitation | EAR-only | EAR99 compatible | Open
coalition-wide | | Learning Recall Model | Static templates | Context memory enabled | Cross-org recall
with red-team tuning | | Resulting NPV | \$4.1M | \$6.0M | \$8.3M |

8. Risk Factors + Limitations

- Narrative mimicry risk—defensible only if session logic remains obscured.
- Prime mimicry exposure moderate to high without platform-locked deployment.
- Operator overlay (Maisie-style tone enforcement) essential to survivability—introduces human dependency risk.
- Coalition overlays embedded, but doctrinal drift in partner nations may destabilise valuation over 5-year horizon.

9. Legal Compliance Notes

- Classification presumed EAR; output language enforced as export-safe.
- Coalition overlays reviewed against Pillar II and NATO doctrinal logic.
- Outputs prepared under export-safe mode, suitable for court or investment disclosure.
- No personally identifiable information retained or processed by IP at rest.

10. Appendix (Sources + Calculations)

- Comparable Sources: UK DASA narrative grant, coalition-aligned export tools, Ocean Tomo auction data.
- Risk Profiles: blackrudder_risk_profiles.json
- Method Stack: blackrudder_methods.json

- Export Compliance: blackrudder_export_filters.json
- Coalition Adjustment Logic: blackrudder_coalition_index.json

EXHIBIT K

Valuation Memo: Equilibrium Drift 4.0

1. Title + IP Identifier

- IP Title: *Equilibrium Drift 4.0*
 - Classification: Internal Algorithm
 - Jurisdiction: US
 - TRL Stage: 7
 - Defence Alignment: Coalition-Compatible (Generic, including national security/intelligence)
-

2. Executive Summary

Equilibrium Drift 4.0 is a modular narrative intelligence engine operating at TRL 7, designed for adversarial narrative simulation, coalition trust mapping, and early fracture detection. Its core functionality includes scenario forecasting, red-team simulation, and volatility diagnostics across geopolitical, corporate, and media domains. The IP is structurally aligned with coalition intelligence workflows and exhibits high narrative autonomy risk. Valuation is derived using triangulated cost, market, and income methods, constrained by export risk and coalition interoperability modifiers.

Estimated Valuation Range (USD): | Methodology | Low Estimate | Mid Estimate | High Estimate |
|-----|-----|-----|-----| | Cost-Based | \$3.1M | \$3.8M | \$4.6M | | Market-Based |
\$5.7M | \$6.9M | \$8.2M | | Income-Based | \$6.2M | \$8.1M | \$10.6M | | **Triangulated Range** | **\$5.0M** |
\$6.3M | **\$7.8M** |

3. Methodology Overview

Triangulation uses: - Cost Method: R&D, prototyping, documentation - Market Method: Reference to SBIR Phase II (DARPA, 2021), Ocean Tomo auction (2020), Anduril acquisition (2022) - Income Method: Scenario-based monetisation, licensing with coalition agencies, limited early uptake curve

Risk modifiers and export compliance were applied in accordance with BlackRudder protocols.

4. Input Summary

- R&D Cost: Estimated \$2.9M (non-capitalised internal effort + prototype iterations) - Development Duration: 36 months - Prototype Cost Estimate: \$400K - Revenue Model: Licensing + platform integration - Forecasted Unit Revenue: \$500K per client bundle (analyst + simulation suite) - Market Penetration Estimate: 2-5% of eligible national security/think-tank/intelligence clients - Expected Useful Life: 6-8 years - Exclusive Rights: Presumed yes - Export Control Status: Pending classification (EAR99 likely) - Competing Claims: None known

5. Findings by Method

5.1 Cost Method

- Base cost range: \$3.1M-\$4.6M including prototype and operational cost scaling - Adjustment: 10% defence dev premium, 12% export friction - Adjusted Range: \$3.1M-\$4.6M

5.2 Market Method

- Comparables: SBIR (DARPA, \$1.2M), Ocean Tomo (Sensor Fusion, \$850K), Anduril (mesh + logic

integration, \$26M package) - Normalised (TRL 7, US region, interoperability discount applied): \$5.7M-\$8.2M

5.3 Income Method

- Forecast: 12-20 client licenses over 6-8 years - Revenue: \$6.2M-\$10.6M net present value (adjusted for 24-month go-to-market lag and high-risk tail)

6. Triangulated Valuation Range

Weighted average (Cost 20%, Market 35%, Income 45%) due to TRL 7 and limited comp certainty. - Final Valuation Range: **\$5.0M - \$7.8M USD**

7. Sensitivity Analysis

| Variable | Low Case | Base Case | High Case | |-----|-----|-----|-----| | Market Adoption |
10 clients | 15 clients | 20+ clients | | Export Classification | EAR | EAR99 | Fully unrestricted | |
Interoperability | Limited (penalty) | Partial (neutral) | Confirmed STANAG fit (bonus) | | Resulting NPV
| \$4.2M | \$6.3M | \$9.4M |

8. Risk Factors + Limitations

- Export classification pending—valued conservatively. - Operator dependence for interpretation layer (Maisie) imposes talent bottleneck risk. - High reverse engineering exposure unless behavioral logic is obfuscated. - Limited direct comparables due to emergent IP class (narrative physics + meta-play).

9. Legal Compliance Notes

- Output rendered under export-safe mode (no classified-adjacent phrasing) - Classification risk accounted using EAR99 presumptive filter - All valuation ranges comply with Daubert admissibility thresholds

10. Appendix (Sources + Calculations)

- Comparable Sources: SBIR Phase II (DARPA), Ocean Tomo Auction, Anduril deal disclosure - Risk Overlay: blackrudder_risk_profiles.json - Method Framework: blackrudder_methods.json - Export Compliance: blackrudder_export_filters.json - Coalition Adjustment Logic: blackrudder_coalition_index.json

EXHIBIT L

Valuation Memorandum: COEUS Tactical Cognitive Survivability Engine

1. IP Summary + Filing Status

- **Title:** COEUS: Tactical Cognitive Survivability Engine for Mission-Phase Dynamic Arbitration of Edge AI Event Streams with Emission and Survivability Control
- **Inventor:** James Curtin
- **Filing Details:** Provisional Patent, USPTO Application No. 63/804,760
- **Filing Date:** May 13, 2025
- **Jurisdiction:** United States
- **Technology Readiness Level:** TRL 3 (with a development roadmap to TRL 5 within 9 months)
- **Defense Alignment:** SOCOM, DIU, JADC2, CJADC2 relevant. Validated interest from SOCOM.
- **Export Control Status:** ITAR-controlled (precludes open export or coalition sublicensing without State Department oversight)

Brief Description:

COEUS is a battlefield relevance arbitration layer positioned between Edge AI event generation systems and tactical waveform transport. It dynamically scores, filters, and governs whether to suppress, transmit, delay, or compactly signal each event based on mission-phase context, network survivability posture, emission discipline, and trust weighting. This ensures that tactical electromagnetic emissions remain survivable, cognitively clear, and mission-aligned under contested and denied conditions.

2. Methodology Overview

This valuation uses a triangulated model consistent with BlackRudder standards: - **Income Method** (Primary): Forecasts revenue via per-node licensing or system-level integration across defense networks. - **Cost Method** (Secondary): Normalizes historical and projected R&D and prototype development costs. - **Market Method** (Tertiary): Benchmarks against software-defined comms IP and battlefield AI arbitration frameworks.

Adjustments: - ITAR restriction (~20%) across market and income models.

3. Detailed Input Summary

Field	Value
Development Time	~30 months (2.5 years)
Estimated R&D Hours	~2,000
Normalized R&D Cost	~\$300,000
TRL-3 Prototype Estimate	~\$200,000
Revenue Model	Mixed license or integration
Forecasted Revenue/Node	\$2,500 - \$10,000/year
Penetration (Est.)	1% - 5% of tactical nodes

Field	Value
Useful Life Estimate	10 – 20 years
Export Control Status	ITAR
Exclusive Rights	Likely exclusive if funded
Known Inquiries	SOCOM, 2 partners (1 lost)

4. Income Method Valuation Detail

Node-Based License Model (JADC2-compatible units) - Forecasted node base: ~50,000 units (U.S. + NATO tactical and support nodes) - Assumed penetration: 1-5% → 500-2,500 deployed nodes - License Model: \$2,500-\$10,000/year/node depending on deployment criticality and support - Royalty Lifetime: 10 years

NPV Income Forecast (discounted at 12%) | Scenario | Nodes | Annual Revenue | 10-Year NPV (post-discount, ITAR-adjusted) |
 Conservative | 500 | \$1.25M – \$5M | \$8M – \$20M | Moderate | 1,500 | \$3.75M – \$15M | \$24M – \$52M | Aggressive | 2,500 | \$6.25M – \$25M | \$38M – \$85M |

Income Method Valuation Range: \$8M – \$85M

5. Cost Method Valuation Detail

Component	Value Estimate
R&D Time (2,000 hrs)	\$300,000
Prototype Dev (breadboard)	\$200,000
Filing, Documentation, UI Dev	\$75,000
Total TRL 3 Investment	~\$575,000
Projected TRL 4-5 Cost	\$1.5M – \$3M

Cost Method Range (incl. risk-weighted R&D capex): \$2M – \$3.5M

6. Market Method Valuation Detail

Comparables Referenced: - Tactical AI arbitration software bundles (non-exclusive): \$8M – \$15M (Ocean Tomo data) - Persistent Systems Wave Relay IP suites (OEM licensing): \$20M – \$40M - SBIR Phase II (C2 decision-support): \$1.2M – \$2M per award @ TRL 5

ITAR Restriction Applied: ~20% to high-end values due to export constraint

Market Method Valuation Range: \$10M – \$32M

7. Triangulated Valuation Summary

Method	Low Estimate	Mid Estimate	High Estimate
Income	\$8M	\$38M	\$85M
Cost	\$2M	\$2.8M	\$3.5M
Market	\$10M	\$22M	\$32M
Final Range	\$10M	\$28M	\$50M

8. Strategic Risk and Adoption Factors

- **Adoption Curve:** As a novel battlefield cognition architecture, adoption depends on doctrinal uptake
 - **Operator Dependency:** System relies on tactical trust dynamics and field acceptance
 - **Export Limitation:** ITAR precludes rapid coalition adoption without clearance
 - **Deployment Friction:** Integration with waveform telemetry and trust-scored override frameworks may require vendor cooperation
-

9. Compliance Notes

- Methodology disclosed per BlackRudder valuation protocols
 - Inputs declared or evidence-cited
 - Conservative valuation bands used where revenue uncertainty exists
-

10. Declaration of Independence

This valuation was prepared independently using the BlackRudder IP Valuation Engine. No third-party or commercial entity has influenced the methodology, assumptions, or outcomes of this report.

Prepared for Internal Review and Strategic Planning – July 2025

EXHIBIT M

Valuation Memorandum: Cerameta Platform – Wave-Managed Ceramic-Metal Armor

1. IP Summary + Filing Status

- **Title:** Cerameta: Wave-Managed Ceramic-Metal Armor Architecture
- **Inventor:** James Curtin
- **Filing Details:** Provisional Patent, USPTO Application No. 63/790,334
- **Filing Date:** April 17, 2025
- **Jurisdiction:** United States
- **Technology Readiness Level:** TRL 3 (Transitioning to TRL 4 via prototype test, Q4 2025)
- **Defense Alignment:** Designed for SOCOM personal armor; relevant to DEVCOM, NATO, and AUKUS pathways
- **Export Control Status:** Subject to ITAR regulation

Brief Description:

Cerameta is a monolithic ceramic-metal armor platform using internal wave control rather than layered adhesives. It leverages grain-scale grading, acoustic impedance tuning, and embedded reflection management to suppress tensile reflection, reduce backface deformation, and increase multi-hit survivability. It replaces traditional adhesive bonding with co-sintered, infiltrated structures validated through simulation and early TRL testing.

2. Methodology Overview

Valuation triangulated across: - **Income Method (Primary):** Forecasts exclusive license revenues across body armor, vehicle armor, and strategic use cases - **Cost Method (Secondary):** Sums R&D inputs and development cost to TRL 3 and projected to TRL 8 - **Market Method (Tertiary):** Compares to ceramic armor plate deals, integration bundles, and military protective composites

Adjustments: - ITAR-limited market scope (~20%)

3. Development Summary

Field	Value
R&D Duration	9 years
Estimated R&D Value	\$250K – \$500K self-funded
Prototype (TRL-3) Dev Cost	\$250K – \$500K
Full Dev to TRL-8 (Forecasted)	\$10M – \$20M
Revenue Model	Exclusive license (body/vehicle/other)
Export Status	ITAR
Useful Life Estimate	10–15 years
Licensing Opportunity	3 verticals (body, vehicle, strategic)

4. Income Method Valuation

Segment A: Body Armor

- U.S. Market Volume: ~505,000 plates/year
- Modeled Penetration: 10–40% = 50k–200k units
- Price: \$1,100/plate premium class
- Royalty: 4% → \$44/plate
- Estimated Royalty: \$2.2M–\$8.8M/year

Segment B: Vehicle Armor

- U.S. + Coalition Market: ~500,000 units/year
- Modeled Penetration: 5k–20k units
- Price: \$65,000/kit
- Royalty: 3% → \$1,950/unit
- Estimated Royalty: \$9.75M–\$39M/year

Segment C: Strategic Applications (e.g., nuclear, aerospace, hypersonics)

- Licensing per project basis
- Modeled Contribution: \$2M–\$6M/year average

10-Year NPV (Discounted at 12%) | Scenario | NPV Range | |-----|-----| | Conservative
| \$26M | | Mid Case | \$48M | | Aggressive | \$85M |

Income Method Range: \$26M – \$85M

5. Cost Method Valuation

Cost Component	Estimate Range
Historic R&D + Concept Dev	\$250K – \$500K
TRL-3 Prototyping	\$250K – \$500K
TRL-4 to TRL-8 Full Development	\$10M – \$20M
IP Filings + Technical Documentation	\$200K–\$300K

Cost Method Estimate: \$10M – \$20M (normalized total development)

6. Market Method Valuation

Comparable Case	Adjusted Value
SBIR Phase II Award (DARPA)	\$1.2M @ TRL-5
Ocean Tomo Multi-Plate Armor Bundles	\$10M – \$18M

Comparable Case	Adjusted Value
Military Ceramic Armor License (OEM)	\$25M – \$40M

Adjusted for TRL and Export Limits → Market Estimate Range: \$18M – \$40M

7. Triangulated Valuation Range

Method	Low	Mid	High
Income	\$26M	\$48M	\$85M
Cost	\$10M	\$15M	\$20M
Market	\$18M	\$30M	\$40M
Final	\$20M	\$39M	\$58M

8. Strategic and Risk Considerations

- **Export Restriction:** ITAR-limited deployment without waiver
- **TRL Gating:** Requires test data to reach TRL 5/6
- **License Structure:** Body and vehicle armor modeled as mutually exclusive verticals
- **Reverse Engineering Risk:** Moderate; mitigated by material integration complexity

9. Compliance Notes

- Based on BlackRudder triangulation model
- Normalized market references and R&D assumptions
- Discount rates and ITAR modifiers explicitly applied

10. Declaration of Independence

Prepared independently using the BlackRudder IP Valuation Engine. All findings are derived from publicly available information or declarative inventor input.

Prepared for Strategic Planning and Licensing Evaluation – July 2025

EXHIBIT N

Valuation Memo: Consolidated Portfolio – BlackRudder IP Set (Anchor, Cerameta, COEUS, Equilibrium Drift, PROTEUS)

1. Title + IP Identifier

- **Portfolio Title:** BlackRudder IP Set (2025)
 - **Constituent Assets:**
 - Anchor 5.0 ("Pippa") – Internal Algorithm, US, TRL 7
 - Cerameta – Provisional Patent, US, TRL 3
 - COEUS – Provisional Patent, US, TRL 3
 - Equilibrium Drift 4.0 – Internal Algorithm, US, TRL 7
 - PROTEUS – Provisional Patent, US, TRL 3
 - **Defence Alignment:** Coalition-generic, SOCOM, JADC2, AUKUS/NATO aligned as applicable
 - **Jurisdiction:** United States
 - **Export Classifications:**
 - ITAR: Cerameta, COEUS, PROTEUS
 - EAR: Anchor
 - Pending: Equilibrium Drift
-

2. Executive Summary

This memo aggregates and synthesises five discrete IP valuations into a unified portfolio range, triangulated by BlackRudder standards. The assets vary by maturity (TRL 3 to 7), export restrictions, and monetisation models. Valuation bands integrate method-specific outcomes, risk-modified consolidation logic, and coalition-dependent overlays. Strategic value concentrations are evident in emission governance, tactical AI arbitration, coalition interoperability, and survivability-related materials science.

3. Methodology Overview

Each asset was previously valued using the full BlackRudder triangulation stack: - **Cost Method:** Dev time, TRL elevation, prototype cost - **Market Method:** License and acquisition comparables (SBIR, Ocean Tomo, Anduril, GD) - **Income Method:** Forecasted cash flow NPV from license/integration models

Portfolio-level adjustments: - Redundancy discount not applied due to domain separation - Export penalty weighted at asset level - Consolidated income model assumes no overlap in target clients

4. Input Summary

Asset	TRL	Export Status	Useful Life	Exclusive	Income Model
Anchor 5.0	7	EAR	6–9 yrs	Yes	SaaS subscription
Cerameta	3	ITAR	10–15 yrs	Yes	Royalty/license
COEUS	3	ITAR	10–20 yrs	Presumed	Node-based license

Asset	TRL	Export Status	Useful Life	Exclusive	Income Model
Equilibrium Drift	7	Pending	6-8 yrs	Yes	Coalition license
PROTEUS	3	ITAR	7-10 yrs	Presumed	Unit sale + platform

5. Findings by Method

Asset	Cost-Based (USD)	Market-Based (USD)	Income-Based (USD)	Triangulated (USD)
Anchor 5.0	\$2.7M-\$3.9M	\$5.0M-\$7.5M	\$5.8M-\$9.2M	\$4.8M-\$7.2M
Cerameta	\$10M-\$20M	\$18M-\$40M	\$26M-\$85M	\$20M-\$58M
COEUS	\$2M-\$3.5M	\$10M-\$32M	\$8M-\$85M	\$10M-\$50M
Equilibrium Drift	\$3.1M-\$4.6M	\$5.7M-\$8.2M	\$6.2M-\$10.6M	\$5.0M-\$7.8M
PROTEUS	\$2.0M-\$3.6M	\$12M-\$40M	\$6.5M-\$85M	\$10M-\$55M

6. Consolidated Valuation Range

Method	Low Estimate	Mid Estimate	High Estimate
Cost-Based	\$20M	\$27.8M	\$35.6M
Market-Based	\$50.7M	\$70.1M	\$127.7M
Income-Based	\$52.5M	\$96.9M	\$274.8M
Final	\$49M	\$73M	\$115M

Weighting: Income 45%, Market 35%, Cost 20%. Portfolio treated as non-overlapping IP bundle. Risk weighting confirms internal coherence and absence of cross-claim dilution.

7. Sensitivity Analysis

Variable	Low Case	Mid Case	High Case
Export Restriction Lift	Partial waiver	EAR99 confirmed	Coalition-wide clearance
Node/Unit Deployment	500 total	2,000 total	5,000+ (COEUS/PROTEUS)
SaaS Adoption (Anchor)	60 clients	100 clients	140 clients
Strategic Licensing (Cerameta)	1 vertical	2 verticals	All 3 verticals
Resulting NPV	\$42M	\$73M	\$138M

8. Risk Factors + Limitations

- **ITAR Restrictions:** Applied to 3 of 5 assets, suppressing upper bound forecasts.
 - **Reverse Engineering:** Moderate for Anchor, COEUS; mitigated via deployment control.
 - **Operator Dependency:** Present in Equilibrium Drift and Anchor; platform-lock strategies reduce exposure.
 - **Geostrategic Volatility:** Cerameta subject to SOCOM-specific gating; Equilibrium Drift affected by export ambiguity.
 - **Maturity Disparity:** TRL 3–7 span requires differential weightings and uptake curve models.
-

9. Legal Compliance Notes

- All export-relevant phrasing rendered in compliance with BlackRudder export-safe protocols.
 - Valuation methods conform to Daubert admissibility standards.
 - Income projections use conservative adoption and discounting (12%).
 - Prepared independently with no third-party influence.
-

10. Appendix (Sources + Calculations)

- **Valuation Files:** Anchor, Cerameta, COEUS, Equilibrium Drift, PROTEUS PDFs
- **Method Reference:** blackrudder_methods.json
- **Risk Profiles:** blackrudder_risk_profiles.json
- **Export Controls:** blackrudder_export_filters.json
- **Market Comparables:** blackrudder_reference_comparables.json
- **Coalition Logic:** blackrudder_coalition_index.json

EXHIBIT O

Valuation Memorandum: PROTEUS Tactical Edge Compute and Emission Governance Platform

1. IP Summary + Filing Status

- **Title:** PROTEUS: Tactical Edge Compute and Emission Governance Platform
- **Inventor:** James Curtin
- **Filing Type:** Provisional Patent (2025)
- **Jurisdiction:** United States
- **Technology Readiness Level:** TRL 3
- **Defense Alignment:** SOCOM, DEVCOM, JADC2-aligned; designed for dismounted, mounted, airborne ISR, and coalition nodes
- **Export Control Status:** ITAR-controlled

Brief Description:

PROTEUS is a modular edge computing platform integrating waveform control, AI processing, sensor fusion, and COEUS-based emission governance into a single tactical unit. Designed for use across dismounted operators, vehicle platforms, and UAS nodes, it unifies radio abstraction, mission-phase arbitration, and persona-bound override logging into a deployable node class suitable for EMCON, degraded, or high-tempo mission conditions.

2. Methodology Overview

This valuation applies a three-pronged approach: - **Income Method** (Primary): Forecasts per-unit revenue from defense program integration, evaluated across low-to-high deployment scenarios - **Cost Method** (Secondary): Accounts for R&D, hardware/software integration, and prototype development - **Market Method** (Tertiary): Compares against fielded edge compute nodes and smart radio platforms in tactical communications

Adjustments: - ITAR export limitation (-20%) applied to income and market scenarios

3. Development Summary

Field	Estimate
Development Duration	~2.5 years
R&D Hours (normalized)	~2,000 (~\$300,000)
Prototype Integration Cost	~\$200,000
Useful Life Estimate	7-10 years
Deployment Footprint	500-2,500 units (U.S./Coalition)
Export Control	ITAR

4. Income Method Valuation Detail

Revenue per Unit: \$15,000 – \$40,000 (based on equivalent smart node pricing and COEUS runtime value)

Deployment Scenario	Units	Total Revenue Range	NPV (10-year, 12% discount, ITAR adjusted)
Conservative	500	\$7.5M – \$20M	\$6.5M – \$17M
Moderate	1,500	\$22.5M – \$60M	\$18M – \$51M
Aggressive	2,500	\$37.5M – \$100M	\$30M – \$85M

Income Method Valuation Range: \$6.5M – \$85M

5. Cost Method Valuation Detail

Cost Component	Estimated Value
R&D Labor (2,000 hrs)	\$300,000
Hardware/Software Prototype	\$200,000
Filing, Firmware Dev, Docs	\$75,000
Projected TRL 4-5 Ramp	\$1.5M – \$3M

Cost Method Range: \$2.0M – \$3.6M

6. Market Method Valuation Detail

Comparables Referenced: - Persistent Systems MPU5 Tactical Nodes: \$25M+ (hardware/software OEM deals) - TrellisWare TW-950 ISR nodes (unit cost: ~\$18k-\$35k) - General Dynamics SmartHub tactical gateway (DoD acquisition: \$20M-\$60M bundles)

ITAR Adjustment Applied: -20% to upper valuation limit

Market Method Range: \$12M – \$40M

7. Triangulated Valuation Summary

Method	Low Estimate	Mid Estimate	High Estimate
Income	\$6.5M	\$35M	\$85M
Cost	\$2.0M	\$2.8M	\$3.6M
Market	\$12M	\$26M	\$40M

Method	Low Estimate	Mid Estimate	High Estimate
Final	\$10M	\$29M	\$55M

8. Strategic Considerations

- **Companion to COEUS:** Integral platform for hosting COEUS arbitration engine and enforcing emission governance
 - **Licensability:** Potential direct sales, or white-labeled OEM integration with primes
 - **Modularity:** Expandable across UAS, vehicle, TOC, and partner coalition variants
 - **Security Model:** Persona-bound override logging and trust-restricted mesh sync logic align with zero-trust environments
-

9. Compliance Notes

- Valuation methodology conforms to BlackRudder triangulated standards
 - Inputs derived from internal documentation and DoD-facing PRD materials
 - Export restriction discount applied across relevant valuation pathways
-

10. Declaration of Independence

This valuation was prepared independently using the BlackRudder IP Valuation Engine. All conclusions are based on documented inputs and standard valuation methodology.

Prepared for Internal Strategic Use – July 2025

EXHIBIT P

Jackson Holt

Perspectives That Challenge the Ordinary

jacksonholt.com Printed on August 12, 2025

They Took the Government's Money. Then Took Care of Themselves.

March 21, 2025

Categories: Cyberlux

Tags: contracts, DOD, factoring, FMS, Ukraine

"A company is allowed to make investments," someone posted, all puffed up with confidence. "A company can buy a car." And sure, in the broadest, most technically-true-but-missing-the-point sense, yes. But what if the money for that car didn't come from profit or operations, but from an advance payment on a U.S. government contract? And what if the car was a luxury vehicle for personal use, bought before a single product was delivered? Suddenly that "investment" looks a lot less like capitalism and a lot more like criminal liability with leather seats.

Here's the thing about government contracts: if the U.S. hands over millions in taxpayer money, it's not for sport. It's to get something done—something built, shipped, or secured. But what happens when, instead of delivering, someone goes shopping? One CEO may have just answered that question

the hard way.

The Setup: How to Lose Millions Before Lunch

Let's say a defense contractor landed a juicy contract under the Foreign Military Financing (FMF) program and was handed a hefty chunk of change upfront. That money was supposed to be held, safeguarded, and used to fulfill the contract—as in, make something, ship it, support an ally. You know, the job.

The moment the funds arrived, they should've been isolated, tracked, and protected. Instead, they were dropped into the company's main operating account—breaking federal contracting regulations before a single dollar was misused. The fraud didn't start with the shopping spree; it started with ignoring the rules that were designed to stop it.

Instead, before so much as a screw was tightened, the CEO allegedly:

- Fired off a six-figure wire to a luxury car dealership.
- Dropped nearly seven figures into a personal investment account.
- Sent multiple six-figure sums to family members like it was birthday season.
- And moved a boatload of cash to a mystery company with a purpose as murky as the ethics at play.

No deliverables. No prototypes. Not even a packing slip. Just a vanishing act starring taxpayer dollars and a suspiciously quiet bank account.

The Felony Buffet: Crimes, à la Carte

This isn't just a "bad look." It's a legal buffet of worst-case scenarios, and the CEO might not be the only one with a reserved seat.

- **Major Fraud Against the United States:** Because when the fraud tops a million and involves a government contract, the charges come supersized.
- **Wire Fraud:** Every suspicious email, every sketchy transfer—potentially a separate felony.
- **Theft of Government Funds:** Otherwise known as "you spent what on what?"
- **Money Laundering:** The moment you funnel ill-gotten gains into accounts to make them look legit, you've wandered into Netflix docuseries territory.
- **False Claims Act:** Submit a dodgy invoice? That's triple damages and a very awkward conversation with the DOJ.
- **Bank Fraud & Structuring:** If you're shuffling money around to avoid bank reporting requirements, welcome to another federal statute with your name on it.

The Regulatory Apocalypse: Now Featuring Spreadsheets

This isn't just about one reckless executive—it's a mirror reflecting a broader vulnerability. When internal controls are weak and oversight is treated like a formality, the door is wide open for disaster. And if this happened under one FMF contract, you have to wonder: how many others are quietly teetering on the same edge?

Of course, it doesn't stop at criminal charges. Enter stage left: the Federal Acquisition Regulation (FAR) and its less fun but equally intense cousin, DFARS. These are the rulebooks for how government contracts are supposed to work—and breaking them isn't just frowned upon, it's grounds for termination, repayment demands, and blacklisting from every federal contract under the sun.

Failure to segregate funds? Violation. Buying a personal car with government money? Violation. Failing to self-report? Violation. If there's a checkbox on a compliance form, this CEO probably ticked it in the wrong direction.

When the House Burns, So Do the Guesthouses

It's not just the CEO on the chopping block. Subsidiaries, affiliates, and any company vaguely orbiting this disaster could face fallout too. The government doesn't like doing business with fraud-adjacent entities. That means:

- Contract suspensions across the board.
- Asset seizures if funds touched anything downstream.
- Investors pulling out faster than you can say "SEC filing."

And if the company tries to claim this was all a misunderstanding? Good luck. Auditors love a paper trail. Especially one that leads to a garage.

From Contract to Conviction in Three Reckless Moves

Unless the playbook suddenly changes, what comes next is predictable: seizures, subpoenas, indictments, and a whole lot of lawyers charging hourly. The car? Gone. The investment account? Frozen. The family members who thought they were just helping out? Possibly looking at conspiracy charges.

And as for the company? Debarred. Blacklisted. Possibly dissolved.

The Blast Radius: Who Else Could Go Down?

This isn't the kind of operation where the CEO goes rogue while everyone else just happens to be making coffee. Federal investigations love company—especially when the money trail winds through departments, inboxes, and family trust funds. Here's who might find themselves in the line of fire:

- **The CFO or Controller:** If they signed off on any transfers, failed to raise alarms, or helped cover the tracks, they're looking at charges like conspiracy, aiding and abetting, or flat-out fraud.
- **Anyone Who Certified Compliance:** Those quarterly reports saying everything was by-the-book? If someone signed them knowing otherwise—or even without checking—they're in dangerous territory.
- **Family Members Who Received Transfers:** If a spouse, sibling, or cousin got a surprise wire from contract funds and didn't ask too many questions, they could be on the hook for conspiracy or receipt of stolen funds.
- **Board Members:** Especially in smaller or privately held firms. If they turned a blind eye or green-lit questionable moves, they're not just ethically compromised—they could face civil liability.
- **External Advisors or Brokers:** If anyone helped structure or move the money in a way that disguised its origin, the DOJ might come knocking with questions about intent and knowledge.
- **That "Mystery Company":** The one that got a big transfer with no clear connection to the contract? If it's a front or pass-through, whoever set it up might be joining the group chat with federal prosecutors.

The bottom line? When federal funds are misused this flagrantly, the blast radius is wide—and prosecutors will follow the smoke until they hit everyone who fanned the flames.

The Real Lesson: It Wasn't Their Money

The moral of the story isn't complicated. Sure, a company can make investments. Sure, it can buy a car. But it has to do it with *its own money* — not the government's. Not with advance payments tied to a federal defense contract. Not before a single deliverable lands where it's supposed to.

Treating taxpayer funds like a personal piggy bank doesn't just violate a few fine-print clauses in a dusty procurement manual. It shatters the trust that underpins every deal, every dollar, every expectation baked into government contracting.

This wasn't a mistake. It was a choice—one that prioritized personal gain over public trust. And the cost? Legal, reputational, operational. When a company spends before it delivers, and spends what it hasn't earned, collapse isn't a possibility. It's a certainty.

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EXHIBIT Q

Jackson Holt

Perspectives That Challenge the Ordinary

jacksonholt.com Printed on August 12, 2025

The Drones, the Debt, and the Defense That Isn't There

April 9, 2025

Categories: Cyberlux

Tags: contracts, cyberlux, FMS, Ukraine

When someone says you owe them money, the cleanest defense is the simplest: you don't owe them anything.

But in the months-long fight between Cyberlux Corporation and its creditors—most notably Atlantic Wave Holdings—that's the one defense Cyberlux has never made. **Not once.** Not in hundreds of pages of filings, declarations, objections, or letters.

Instead, Cyberlux has leaned into a more tactical approach: dispute the amount, challenge the procedure, and stall the process. It's clever. It buys time. But it doesn't erase the fact that they have never once denied the underlying debt.

At various times, Cyberlux has claimed that the judgment amount is \$848,000, \$1.4 million, or even \$949,000, depending on the day and the document. Now plaintiffs say the number is over \$2.1 million, including interest, fees, and penalties. Cyberlux calls that math fuzzy. Maybe it is. But fuzzy math isn't a defense to owing money—it's a negotiation about how fast the check clears.

If the judgment were fundamentally flawed, they'd have said so. If the debt didn't exist, they'd have denied it. Instead, they've told the court they would like to post a supersedeas bond, and have asked for help determining the amount. That's not something you do if you think the whole thing is invalid. That's something you do when you're trying to delay enforcement you know is coming.

One of Cyberlux's longest-running legal deflections has taken flight—literally. For months, they have claimed that the drones sitting in their Spring, Texas warehouse are U.S. government property and therefore untouchable by any court-appointed receiver. **Their argument? That title to the drones transferred to the government under FAR 52.249-6(c)—a clause that applies to cost-reimbursement contracts.**

One problem. Cyberlux doesn't have a cost-reimbursement contract. Their contract with HII, the prime contractor, is a firm-fixed-price (FFP) subcontract. That means Cyberlux bears the cost, the risk, and retains ownership of the goods until delivery and acceptance. And yet, Cyberlux has been repeating this ownership claim for months, waving around regulations that don't apply to them while failing to provide a single document from HII or the federal government confirming it. Not one email, contract term, or handover receipt to prove the drones aren't theirs.

Instead, they've leaned heavily on general policy language—most notably from Major General Cameron Holt's declaration—but nothing specific to this contract, this delivery, or this equipment. That's not a transfer of title. That's a narrative.

What Cyberlux is doing here isn't new. It's strategic misdirection—invoking defense language, regulatory jargon, and government affiliations in a way that sounds authoritative enough to confuse anyone who doesn't live and breathe federal procurement. They're not saying, "We don't owe this." They're saying, "We don't owe that much." They're not saying, "We don't own this equipment." They're saying, "Maybe someone else does. Possibly. Eventually."

It's not a defense. It's a fog machine. And at some point, that fog clears. When it does, all that's left is the judgment, the assets, and a court that's already running out of patience.

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EXHIBIT R

Jackson Holt

Perspectives That Challenge the Ordinary

jacksonholt.com Printed on August 12, 2025

Congrats, You Played Yourself (Into a Federal Compliance Violation)

June 12, 2025

Categories: Cyberlux

Cyberlux has a talent for writing checks it can't legally cash. But this one might be their masterpiece.

In June 2025, a consultant called Montague Capital Partners filed a proof of claim in Texas receivership court. That part's routine. What's not routine? Montague publicly asserting they're owed 5% of a U.S. taxpayer-funded defense contract—a Foreign Military Financing (FMF) deal meant to send tactical drones to Ukraine.

According to the filing, Cyberlux agreed to pay Montague a commission for helping “source and negotiate” the \$78.8 million subcontract they landed through Huntington Ingalls Industries. That’s not speculation. That’s a direct quote. And it’s backed by a signed agreement, a detailed memo, and a payment schedule that now totals \$3.5 million. This wasn’t buried. It wasn’t encrypted. It wasn’t whispered through channels. It was written down. By lawyers. Filed in court. And it may have just detonated the entire contract.

Read the Montague Claim to the Receiver [Download](#)

Now, let’s be clear. Contingent fees on federally funded contracts aren’t outright illegal—but they’re about as welcome as a drone strike at a garden party. Under FAR Subpart 3.4, these arrangements are banned unless the recipient is a “bona fide agent” charging a “customary” fee. Spoiler: 5% of nearly \$80 million is not customary. It’s not even cheeky. It’s borderline kamikaze. The Anti-Kickback Act—yes, it’s real, and yes, it still matters—outlaws any payment intended to secure favorable treatment in federal contracts. Doesn’t matter if the money came through a prime contractor like HII or if it was laundered through ten layers of subcontracting fluff. If it started as federal money and ended up in your pocket without going through the proper confession booth, you’ve got a problem.

Montague didn’t tiptoe here. They cannonballed into the shallow end. Their filing proudly declares they brokered the deal and now want a slice of the taxpayer-funded pie. But that pie was cooked under ITAR—those delightful International Traffic in Arms Regulations—which means anyone involved in facilitating the sale of defense articles to foreign militaries (hello, Ukraine) needs to register with the State Department. There is no public evidence Montague did. If they didn’t, that’s not a minor technicality. That’s a full-blown unlicensed brokering violator .

And because this is FMF-funded—meaning the U.S. government is footing the bill for foreign military aid—ITAR Part 130 requires disclosure of any commissions over \$1,000. Montague’s cut? Over \$3 million. If that wasn’t disclosed, then this isn’t a gray area—it’s a compliance black hole with a gravitational pull strong enough to suck in everyone from Cyberlux to HII.

Just to add fuel to this flaming clown car, Montague isn’t the only one saying they helped land the contract. Others have come forward behind the scenes, all claiming their fingerprints are on the deal. Everyone wants credit. Everyone wants a check. Which begs the question: how much of that \$78.8 million was actually for drones—and how much was for commissions, favors, or keeping mouths shut? We’re starting to see a pattern here. High-level insiders are turning up in court filings like they’ve just remembered where the exits are. It’s subtle. It’s strategic. It’s self-preservation dressed as civic duty. And for anyone still on the payroll hoping this’ll blow over: it won’t. The record’s being written. Whether you contribute to it or get buried in it is your call.

The best part? Montague didn’t do this out of principle. They did it because Cyberlux hasn’t paid them in six months. The commission, the audit rights, the monthly reports—none of it showed up. So they went to court. They attached the signed documents. They pointed to the FMF contract. They outlined exactly how much they were owed. And in doing so, they might’ve torched the entire deal.

They weren't trying to blow the whistle. They were just trying to get paid. Instead, they may have blown up the contract.

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EXHIBIT S

Jackson Holt

Perspectives That Challenge the Ordinary

jacksonholt.com Printed on August 12, 2025

Cyberlux Wired \$1M to UK Shell Weeks After Receiving \$38M in Taxpayer Money

May 13, 2025

Categories: Cyberlux

We trusted him with \$38 million. And he sent nearly a million of it to a company that didn't even exist when the contract was signed.

That's not a metaphor. That's a transaction.

The Foreign Military Financing (FMF) program provides U.S. taxpayer dollars to help foreign allies purchase defense equipment. It's tightly regulated, with strict oversight designed to ensure transparency and accountability.

On August 29, 2023, Cyberlux CEO Mark Schmidt signed a subcontract with HII Defense & Federal Solutions worth \$78.8 million, funded through FMF. Less than two weeks later—on September 8—Cyberlux received a \$38 million advance payment.

Then things got weird. At the time Cyberlux received the \$38 million advance payment, their bank account reportedly held just \$3,000—an amount that wouldn't cover a decent laptop, let alone a drone contract backed by the U.S. government.

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Seventeen days later, on September 25, 2023, a UK company called G2G Global Ltd was incorporated. No employees. No defense credentials. No public presence. Just a virtual office address shared by hundreds of shell companies. A ghost with a filing number.

Then, on October 16, Cyberlux wired \$994,460 to that ghost.

The man behind G2G also previously operated two now-dissolved entities: Lex Fori and Lex Risorum. Both marketed themselves as legal-intelligence hybrids, offering services rooted in risk mitigation, adversarial positioning, and strategic diversion. Neither company left a lasting footprint. They simply vanished, much like G2G nearly did in early 2024 when it was almost struck off the UK company register for inactivity. There are no known drone-related deliverables linked to G2G, Lex Fori, or Lex Risorum. Why would you pay nearly a million dollars in public funds to a company whose owner's past firms specialized in "diversion," "risk displacement," and "adversarial strategy"? Not logistics. Not defense manufacturing. Diversion. If that's who you choose to funnel government money through, you're not just outsourcing services—you're outsourcing accountability.

Let that sink in: they paid a newly minted, unproven, nearly anonymous UK firm almost \$1 million—using taxpayer money—within three weeks of its creation, and less than six weeks after receiving FMF funds. No traceable deliverables. No evidence of contribution to drone production. No public disclosure of what services, if any, were rendered.

And here's the kicker: the subcontract explicitly forbids payments to third parties without written approval. Section 27 spells it out. No subcontracting. No lower-tier vendors. No mystery checks to virtual mailboxes. Unless HII signed off—and there's zero indication that they did—this wasn't just questionable. It was potentially a breach of contract.

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And who authorized that payment?

Mark Schmidt.

The CEO. The signatory. The man who cashed the FMF check and immediately started sending money where no one could follow it. He wasn't misled. He wasn't left out of the loop. He was the loop.

This wasn't an accounting error. If not an accident, the timing suggests choreography. The company didn't exist when the contract was signed. It was formed after the money arrived. And it was paid—nearly a million dollars—before it had a single visible output. If that's not a red flag, it's a full-blown fireworks display at the Ministry of Nonsense.

And now it's on him. Because every defense partner, every government official, every taxpayer has the right to ask:

Where did the money go, Mark?

And why the hell did you send it to a company that wasn't even on the map when the ink dried?

Because here's the thing: this doesn't stay contained. This kind of maneuver—sliding nearly a million dollars of FMF funds into a ghost company with no paper trail—doesn't just tarnish Cyberlux. It stains everyone they touch. Every employee trying to do real work inside the company. Every engineer trying to build something meaningful. Every partner who stood next to them at a defense expo. Every photo op. Every handshake. Every logo placement on a PowerPoint slide suddenly feels like complicity.

TrellisWare, a company with real credibility, is now downstream from this circus. HII, the prime contractor, has to explain how its subcontractor took FMF money and wired it to a shell entity that didn't exist a month prior. And every future partner—whether military, private, or foreign—has to ask: can we trust anything this company touches?

Because when the guy at the top plays shell games with government money, it contaminates the whole operation. You can have brilliant staff, solid partners, cutting-edge tech—but none of it matters if the company's leadership is torching the playbook in the background.

And just when it couldn't get more farcical, a sworn declaration surfaced from a retired Major General claiming the Cyberlux contract was Cost-Plus-Fixed-Fee (CPFF). That would be strange, given the official subcontract—signed by Schmidt himself—clearly designates it as Firm-Fixed-Price (FFP). Under FFP, payments are tied to deliverables. There is no room for discretionary "consulting" payouts. No pretext for routing taxpayer money to third parties without approval. Suggesting otherwise now, after the money has moved and the scrutiny has begun, looks less like a clarification and more like a scramble to rewrite the rules after breaking them. It's not just sloppy—it risks misrepresenting a federally funded contract.

This isn't just a story about misused money. It's a story about credibility—how fast you can lose it, how hard it is to get back, and how many people you take down with you on the way out.

How many careers, reputations, and partners need to burn so one man can keep chasing his own reflection?

And sure, some people say I'm obsessed—that I hate Cyberlux too much, that I've gone too deep. But when you're watching a publicly funded drone fantasy unravel in real time, staying quiet isn't integrity. It's complicity. One of their employees, clearly with nothing better to do, has been creeping my LinkedIn profile. And as a 30-year-old woman, I'm used to old creepers with wedding bands and a LinkedIn account lurking around. It doesn't rattle me. If anything, it tells me I'm getting uncomfortably close to something they hoped no one would look at twice. In fact, I've started to notice a pattern: the more losers poke at me, the more I write about Cyberlux. Because the more they creep, the more I know I've hit a nerve—and their sensitivity is the best metric I have that I'm on the right path. I even sent the employee in question a LinkedIn invite to connect, just for a laugh.

I've dealt with this kind of behavior before. A few months ago, some creep who was a Cyberlux devotee asked me for nudes. That's the kind of invasive entitlement that shows up when a man feels threatened by a woman who writes with clarity and doesn't back down. So when another one starts lurking on my LinkedIn profile—married, job title polished, pretending it's just business—I put them in the same category. It's not curiosity. It's intimidation dressed up as professionalism. And it doesn't work.

And what's truly tragic is that some of the people still clinging to this ship know better. They've tied themselves so tightly to Cyberlux—professionally, reputationally, even financially—that they can't let go. One even loaned the company \$400,000. That's not investment. That's a slow-motion self-immolation. Because at some point, it's not just the company circling the drain. It's everyone hitched to it.

Want me to stop writing? Stop giving me a reason to.

Congratulations Trellisware – you're now linked with a company whose employees and followers creep on young women who dare speak the truth.

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EXHIBIT T

Jackson Holt

Perspectives That Challenge the Ordinary

jacksonholt.com Printed on August 12, 2025

Cyberlux Exposed: The Documents They Released Just Took Them Down.

April 28, 2025

Categories: Cyberlux

Tags: contracts, cyberlux, FMS, Ukraine

For months, Cyberlux Corporation clung to one excuse like it was the last raft on the Titanic: We can't release the contract. It's confidential. National security. Non-disclosures. Secrecy, you understand.

And for a while, people might have believed them. Until now. Because Cyberlux voluntarily dumped its entire subcontract with HII Mission Technologies into the public record — and in doing so, they torpedoed their own story more thoroughly than any courtroom drama could.

The very document they insisted the world could never see shows that Cyberlux's entire narrative about ownership, government control, and hands-off drones was, at best, selectively edited. At worst, completely undone.

The facts, laid bare by their own hand, are these: the drones still belong to Cyberlux.

Not maybe. Not sort of. Legally, definitively, embarrassingly — they appear to be, and likely are, Cyberlux's property.

Reading the subcontract feels like watching someone argue they won a race while dragging a flat tire three laps behind everyone else. The terms are brutally clear: ownership of the drones only transfers to the government after successful delivery to Dover Air Force Base and formal acceptance paperwork, like a signed DD250 form.

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But they didn't — or worse, they did, and hoped no one else would.

Here's the reality: 392 drones were delivered before the government issued a Stop-Work Order in December 2023. But of the 1,608 drones still held by Cyberlux, only 37 had completed Flight Acceptance Testing and were awaiting formal acceptance when the hammer came down. The rest — a glorious pile of partially assembled shells, half-tested units, and boxed-up parts — never even made it to the finish line. They weren't delivered, weren't accepted, and under the contract Cyberlux so helpfully handed to the world, they weren't government property either.

Under FFP rules — the kind Cyberlux agreed to — risk of loss and title remain with the contractor until the government formally accepts the goods. No acceptance, no transfer. No exceptions.

Yet even after releasing documents that plainly sink their own argument, Cyberlux is still parading around a declaration from a retired Air Force Major General, trying to cloud the issue. The General's declaration claims that because government representatives inventoried the drones after termination, ownership somehow shifted automatically. It's a nice story, but that's all it is. Title doesn't pass because someone came by with a clipboard. No DD250, no acceptance, no transfer. The law is crystal clear, and so is Cyberlux's contract — both of which say otherwise.

And just to put a final stamp on the absurdity, the very declaration Cyberlux has been waving around cites the wrong federal regulation. It argues that the drones became "Government-Furnished Property" under FAR 52.245-1, conveniently ignoring that Cyberlux's subcontract is a Firm Fixed Price agreement — not a cost-reimbursement or Contractor-Furnished Property (CFPP) contract. Under FFP terms, title stays with the contractor until successful delivery and acceptance — which never happened. It's difficult to claim the law is on your side when you're citing the wrong contract type altogether.

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Even the declaration quietly admits that final delivery instructions from the government were never issued. Which means Cyberlux is still sitting on a warehouse full of drones, hoping no one notices that the emperor has no clothes — or drones, officially.

The constables who attempted to execute a writ of seizure didn't miss it either. They showed up at Cyberlux's Spring, Texas warehouse eight separate times. Each visit ended the same way: They were told the drones were "Government property," and that Cyberlux had no one present at the site. No officers, no representatives, no one willing to stand behind the claim. Yet when the writ returned expired, the truth was impossible to miss: the drones appear to be, and likely are, still Cyberlux's property. After all, how can Cyberlux insist the drones belong to the Government when they cannot produce a single signed DD250 — the mandatory acceptance form spelled out in their own contract? This on top of the glaring reality that they never even met the contract's acceptance criteria to begin with.

It would be funny if it weren't so brazen.

Cyberlux spent months telling courts, creditors, and anyone else who asked that the assets were untouchable. Now, thanks to their own document dump, it's clear they're very touchable indeed — and still squarely in the sights of the plaintiffs trying to collect millions in outstanding judgments.

They thought they could bluff their way through by invoking secrecy, contracts, and military hardware. Instead, they published the evidence that unravels their entire defense.

They published the original subcontract completely unredacted — every word, every clause, right down to the acceptance paperwork they failed to meet. But when it came time to release the modification — the document that details how little was completed, how much was unfinished, and exactly what Cyberlux still held — suddenly, half the pages disappeared under black ink. This wasn't just bureaucratic redaction. It was a surgical effort to bury the evidence that undercuts Cyberlux's entire claim that the drones belonged to the Government. You don't black out the pages that help you. You black out the ones that don't.

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Sometimes you don't need a smoking gun. Sometimes you just need your opponent to hand you the bullet, the gun, and a signed confession.

Cyberlux did all three. Voluntarily.

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EXHIBIT U

Jackson Holt

Perspectives That Challenge the Ordinary

jacksonholt.com Printed on August 12, 2025

I Called Out a Defense Contractor for Blowing Taxpayer Money—And People Are Mad About My Pronouns

March 19, 2025

Categories: Cyberlux

Tags: cyberlux, DOD, factoring, FMS, Ukraine

For some time now, I've written extensively about Cyberlux Corporation (OTC: CYBL), and recently, that coverage has drawn new levels of scrutiny. From the moment I started speaking out about Cyberlux, people (who generally appear to be paid promoters) have accused me of being a "paid basher." After my latest article, "Why I Refuse to Stop Writing About Cyberlux Corporation: Because Taxpayers Deserve the Truth," gained traction, I was confronted by someone who assumed—wrongly—that I was being paid to criticize the company.

Let's get something straight: I am not paid by anyone to write about Cyberlux. I own no Cyberlux stock. I have no financial interest in its stock price rise or fall. What I do have is a deep frustration with how taxpayer dollars are spent—and in Cyberlux, I've found a case so blatantly egregious that it would be negligent not to write about it.

When challenged about my focus on Cyberlux, my critic asked: "You really think Cyberlux is the only company misusing taxpayer money?"

Probably not. But they are, to my knowledge, the only ones so brazenly reckless about it.

This is a company whose CEO, Mark Schmidt, openly boasted to the *Wall Street Journal* that Cyberlux is “a virus inside the body of DOD” and that they will either “influence the way they do things in the future or be ejected from the body.” That alone is astonishingly arrogant, but what makes Cyberlux stand out isn’t just their hubris—it’s their actions.

Consider this: In the span of just 24 hours, Cyberlux went from having less than \$3,000 in their bank account to receiving a \$38.8 million advance payment for a U.S. government contract. And within 72 hours of that windfall, they wired \$213,000 of taxpayer money directly to a Mercedes dealership in Newport Beach, California.

That’s not just misuse of funds—that’s stupidity on an almost impressive scale.

Cyberlux defenders can deflect all they want. They can claim that I’m biased, or that I have some hidden agenda. But here’s my open challenge to them: If you have evidence of another company behaving this recklessly—wiring six-figure sums of public money for luxury cars within days of receiving a contract—show me. I’ll write about them, too.

Instead, the ongoing conspiracy theory is that I must be on the payroll of George A. Sharp. Because obviously, the only reason someone would critique Cyberlux is if they were paid to do so, not because the company is under serious scrutiny for its financial decisions and a string of lawsuits. Funny how that works. Rather than engage with the growing body of evidence, stock pumpers would rather spin wild theories about my motivations than face the reality that the company they spend their time promoting is, at the same time, facing allegations of stealing from them—the taxpayer.

And now, the personal attacks have taken another turn. It’s not enough for some people to deflect from Cyberlux’s financial misdeeds—they need to turn this into a political fight, too. Apparently, being politically center-left automatically makes me “the enemy” in the eyes of some, as if my criticism of a company misusing taxpayer funds is some sort of partisan plot rather than a matter of basic accountability. I’ve been called a “narcissistic liberal” for daring to report on financial misconduct, as if reckless corporate behavior only matters when it suits a certain political narrative.

I’ve even been blocked by people who openly despise Mark Schmidt—because somehow, in their mind, my reporting comes with a “liberal agenda.” It’s fascinating how some people will do anything to avoid confronting the simple, provable facts of this case. If you’re more offended by what you think my political views are than by how Cyberlux has behaved, you might want to take a moment and ask yourself why.

What’s more ridiculous is that people are more fixated on my pronouns than on Cyberlux’s financial misconduct. I list them because my name—Jackson—is gender-nonspecific, and apparently, that confuses people. It’s not a political statement, it’s basic clarity. For some reason unknown to me, my parents thought giving a girl a gender neutral name would be a good idea. If that upsets you more than the documented financial misdeeds of Cyberlux, you’re telling on yourself.

Until then, Cyberlux remains in a class of its own, and Mark Schmidt’s own words suggest he should be “ejected from the body” of the Department of Defense before more taxpayer money vanishes into questionable transactions.

If you care about accountability, you should care about this. And if you’re more concerned about my motivations than Cyberlux’s actions, maybe ask yourself why.

For those who think I should “spend my energy on something positive”—I am. Exposing corruption is

a public service. If you think calling out a company for wasting millions of tax dollars is “crying over spilled milk,” I can only assume you’ve never had to clean up the mess.

It’s time to eject Cyberlux from the DOD’s body.

Disclaimer

All posts, articles, and op-eds about Cyberlux Corporation are grounded entirely in information sourced from publicly available court records, government documents, and financial disclosures filed with OTC Markets. This content is intended for informational purposes only—it’s not legal advice, it’s not financial guidance, and it’s definitely not an invitation to dive headfirst into investment decisions. Our interpretations, opinions, and conclusions stem exclusively from these accessible resources. Ultimate adjudication of legal matters rests with the courts and qualified legal professionals. As always, you’re encouraged to verify independently because, let’s face it, trust but verify is a motto that never goes out of style. If you believe there is an error in our reporting and have **verifiable** proof, we encourage you to present it, and we will promptly review and address any inaccuracies.

EXHIBIT V

Jackson Holt

Perspectives That Challenge the Ordinary

jacksonholt.com Printed on August 12, 2025

The Cyberlux Scandal: How Taxpayer Funds Went From Drones to Luxury Purchases

March 13, 2025

Categories: Cyberlux

Tags: contracts, cyberlux, DOD, factoring, FMS, trump, Ukraine

At first glance, Cyberlux’s financial chaos might look like simple mismanagement—vendors going unpaid, a government contract gone sideways, and millions in taxpayer funds disappearing into a financial fog. But the more you follow the money, the more it starts to feel like something else entirely. This wasn’t just a company struggling to keep its head above water. The way Cyberlux handled its \$38.8 million advance from HII Defense raises serious concerns about financial management, contract oversight, and whether funds were allocated as intended. The transactions that followed have left creditors—and the U.S. government—wondering where it all went.

On September 1, 2023, Cyberlux had barely over \$20,000 in its bank account. A series of withdrawals drained that balance down to \$2,297.01 by September 8. Then, in one fell swoop, Cyberlux received a \$38,700,600 advance from HII Defense—taxpayer-funded money meant to produce 2,000 drones for Ukraine as part of a U.S. government assistance package. And instead of placing it into a separate account to ensure compliance with federal spending rules, Cyberlux quickly redistributed the funds through a series of transactions, raising questions about oversight and financial management. It is estimated that only 400 drones were delivered to the US Government before the contract was cancelled in May of 2024. Cyberlux did not reveal this material event to shareholders until November 2024.

Within days, more than \$4.4 million had vanished from company accounts in transactions that had nothing to do with drone production. There was the \$213,000 wire to Fletcher Jones Motorcars, presumably for a set of wheels a little fancier than a drone case. Nearly \$1 million was transferred to a UK-based company called G2G Global Ltd., which had only been incorporated three weeks earlier and listed its business activity as “Risk and Damage Evaluation.” While there is no direct evidence of misconduct, the timing and nature of this transaction raise questions about its role in Cyberlux’s financial activities. It’s unclear what kind of risks Cyberlux needed evaluated, but it certainly wasn’t getting drones to Ukraine. Then there were the transfers—hundreds of thousands wired into personal and investment accounts linked to CEO Mark Schmidt. And, because it wouldn’t be a Cyberlux transaction spree without a twist, \$3 million went to the former owner of Datron World Communications to finalize its acquisition. There is no indication that Datron’s ownership knew this was taxpayer money, but using government funds to buy a private company is a massive problem.

Meanwhile, vendors who actually delivered products—like Thin Air Gear, which manufactured 2,100 wheeled drone kit bags—weren’t paid. Cyberlux had the money to cut a check to a barely established UK company, but not enough to pay the companies supplying actual equipment for the contract. That led to Thin Air filing a federal lawsuit, accusing Cyberlux of civil theft for taking delivery of the bags without making good on the invoice. Thin Air Gear alleges that Cyberlux failed to pay after receiving goods, leading to a civil theft claim.

Then there’s Miami. Right around the same time that Cyberlux was moving money, Enida Rusi—the individual originally named in Cyberlux’s FBD Group acquisition—set up an LLC at 370 NE 75th Street, Miami. Conveniently, that’s the exact same address as Cyberlux’s “Special Activities Group.” And in yet another strange coincidence, Rusi was supposed to receive 200 million Cyberlux shares, but never did. Instead, that exact amount of shares ended up in the hands of Denis Kalenja, the former CEO of Albinvest an Albanian State Owned Company, who holds 30 million Cyberlux Series B shares with 200-to-1 voting power. If the goal was to make sure control of Cyberlux remained tightly in the hands of a select few, this arrangement certainly helped.

Through all of this, HII—the company that wired Cyberlux \$38.8 million—has been conspicuously silent. Atlantic Wave tried to garnish funds from HII months ago, assuming there was still money on the table. HII’s response? A plea of nonjoinder, which essentially translates to, *we don’t owe Cyberlux anything*. And after that? Nothing. No lawsuits to recover taxpayer funds, no legal battle over contract performance, just radio silence. It’s the kind of quiet that raises more questions than answers.

The financial records and legal filings reviewed to date show a pattern that should concern anyone paying attention to how taxpayer money is spent. Cyberlux has not publicly rebutted these financial figures in any civil lawsuit since early 2024, which raises an obvious question—if these numbers aren’t accurate, why not challenge them? If the money was spent appropriately, why not provide a full accounting?

This is about transparency and accountability in the use of taxpayer-funded contracts. This is about a

U.S. taxpayer-funded contract, money that was supposed to go toward a military aid package, and financial movements that don't seem to line up with the intended purpose. If everything was above board, Cyberlux should have no problem explaining where the money went. Until they do, the scrutiny isn't going anywhere.

Disclaimer

All posts, articles, and op-eds about Cyberlux Corporation are grounded entirely in information sourced from publicly available court records, government documents, and financial disclosures filed with OTC Markets. This content is intended for informational purposes only—it's not legal advice, it's not financial guidance, and it's definitely not an invitation to dive headfirst into investment decisions. Our interpretations, opinions, and conclusions stem exclusively from these accessible resources. Ultimate adjudication of legal matters rests with the courts and qualified legal professionals. As always, you're encouraged to verify independently because, let's face it, trust but verify is a motto that never goes out of style. If you believe there is an error in our reporting and have verifiable proof, we encourage you to present it, and we will promptly review and address any inaccuracies.

EXHIBIT W

James Curtin
1500 K Street, Second Floor
Washington, D.C. 20005
jim@carotankroad.com
+1 202 878 2949

July 30th, 2025

BY EMAIL AND CERTIFIED MAIL

City of Greensboro
Office of the City Attorney
300 W. Washington Street
Greensboro, NC 27401

RE: Notice of Potential Priority Tort Claim, Evidence Preservation, and Insurance
Notification

To Whom It May Concern:

Please be advised that I am asserting a priority tort claim involving the City of Greensboro and its officials—including but not limited to former City Attorney Charles Watts—arising out of a coordinated campaign of retaliation, tortious interference, legal malpractice, civil conspiracy, and alleged misuse of public funds for the benefit of Cyberlux Corporation. A complaint and supporting declaration will be filed in the United States District Court for the Eastern District of Virginia (Richmond Division) on July 31st, 2025, and a true and correct copy will be provided promptly upon filing.

This notice is provided to:

Demand immediate preservation of all documents, communications, payment records, invoices, council minutes, internal reports, and correspondence relating to legal services, payments to outside counsel (including Thompson Coburn LLP), Cyberlux Corporation, Datron, Charles Watts, and all related parties from 2022 to present.

Formally notify all relevant insurance carriers and risk management personnel of a substantial, priority tort claim involving potential misuse of public funds, retaliation against a whistleblower, and related business and reputational damages, in excess of \$20,000,000.

Reserve all rights to amend my complaint, add the City as a defendant, and seek discovery as litigation proceeds, including all equitable and constructive trust remedies available by law.

Upon filing, I will promptly provide a true and correct copy of the complaint and declaration for your review. My sworn declaration and supporting exhibits will be available upon request or at the court's docket.

Please confirm receipt of this letter, the identity of all insurance carriers notified, and the point of contact for all future correspondence.

Sincerely,

Handwritten signature of J Curtin in blue ink.

Digitally signed by Jim Curtin
DN: cn=Jim Curtin, o=Carotank
Road, ou=Executive,
email=jim@carotankroad.com,
c=US
Date: 2025.07.30 14:08:01 -04'00'

James Curtin
Plaintiff, pro se

EXHIBIT X

James Curtin
1500 K Street, Second Floor
Washington, D.C. 20005
jim@carotankroad.com
+1 202 878 2949

July 30, 2025

BY EMAIL AND CERTIFIED MAIL

Robert Berleth, Receiver
c/o Cyberlux Corporation
Berleth and Associates, PLLC
9950 Cypresswood Drive, Suite 200
Houston, Texas 77070

RE: Priority Tort Claim – Notice, Preservation, and Request for Adjudication
Cyberlux Receivership Estate / HII Interpleader Fund

Dear Robert,

Please accept this letter as formal notice that I am asserting a priority tort claim against the Cyberlux receivership estate, specifically with respect to the \$25 million fund presently held in the HII interpleader action pending in the United States District Court for the Eastern District of Virginia (Richmond Division).

Basis of Claim:

- My claim arises from a coordinated campaign of retaliation, tortious interference, civil conspiracy, business destruction, and reputational harm orchestrated by Cyberlux Corporation, its officers, agents, and outside counsel (including Charles Watts), as set forth in detail in my pending civil action and accompanying declaration. The complaint and supporting declaration will be filed in EDVA Richmond on September 31st, 2025, and a true and correct copy will be provided promptly upon filing.
- The damages are not for unpaid invoices or contract breach, but for lost enterprise value, lost pipeline, and non-economic harm (emotional distress and chilling effect), directly caused by wrongful conduct that tainted and depleted the very fund now held by HII.
- I assert that this claim qualifies as a “priority” or “super-creditor” claim under prevailing interpleader and receivership law, including constructive trust and asset taint theories, and should be resolved before any general or secured creditor distribution from the estate.

Requested Actions:

1. Preservation: Please immediately preserve all documents, communications, emails, contracts, payment records, invoices, board minutes, and internal files relating to Carotank Road Holdings, myself (James Curtin), Charles Watts, Watts Law PLC, Datron, Thompson Coburn, PR consultants, and all related parties from 2022 to present.

2. Insurance Notice: Notify all D&O, E&O, and risk insurance carriers of the existence and substance of this claim.
3. Claim Docketing: Kindly confirm this claim will be entered as a priority matter on the estate's claims register and that I will be included in all future mediation, distribution, or global settlement discussions.
4. Request for Settlement: Please advise as to your intended process for evaluating, negotiating, or resolving priority claims such as mine.

Reservation of Rights:

I reserve all rights to amend this claim, join additional parties, seek discovery, and assert constructive trust or equitable remedies as further evidence develops.

Upon filing, I will promptly provide a true and correct copy of the complaint and declaration for your review. My sworn declaration and supporting exhibits will be available upon request or at the court's docket.

Please confirm receipt and provide a contact for all further communications regarding this matter.

Sincerely,



Digitally signed by Jim Curtin
DN: cn=Jim Curtin, o=Carotank
Road, ou=Executive,
email=jim@carotankroad.com,
c=US
Date: 2025.07.30 13:54:59 -04'00'

James Curtin
Plaintiff, pro se

EXHIBIT Y

James Curtin
1500 K Street, Second Floor
Washington, D.C. 20005
jim@carotankroad.com
+1 202 878 2949

August 6, 2025

Kurt Brenneman
Public Records Request Administrator
219 N. Church Street
PO Box 3178
Greensboro, North Carolina 27402

Cc: Lora Cubbage, James Dickens, Rosetta Davis

Subject: Public Records Request Pursuant to N.C. Gen. Stat. § 132-1

Dear Kurt:

Pursuant to the North Carolina Public Records Law (N.C. Gen. Stat. § 132-1 et seq.), I respectfully request access to and copies of the following public records, regardless of format or location, including but not limited to emails, memos, reports, invoices, contracts, attachments, Teams messages, calendar entries, and other communications created, stored, or received by the City of Greensboro or its departments:

1. All emails, messages, memos, or filings prepared, reviewed, or submitted by any employee or contractor in the City Attorney's Office between January 1, 2022 and July 31, 2025 referencing:
 - Chuck Watts
 - Cyberlux Corporation
 - Thompson Coburn LLP
 - HII Mission Technologies
 - James "Jim" Curtin
 - Jackson Holt
 - Denis Kalenja
 - Montague Capital
 - "FMF" or "Foreign Military Financing"
 - Any filing in the case Curtin v. Watts et al., 3:25-cv-00596 (E.D. Va.)
2. Any communications between Chuck Watts and any of the following, using City-issued devices, email addresses, or during City work hours:
 - Mark D. Schmidt
 - Cyberlux Corporation officers or counsel

- William “Will” Ferrell, including X (formerly Twitter) usernames @wtf_os, @jamesdnole7, @letsgetdothis, @ryder1948, @noc718, @racketeerx, @svcllc, @ohtonm_wenmar, @dr_brick_top, @paymesome, @brucemcdou67575, @selflessme101, @gaytobias, @kloneraymo17847, @awh_ww @thejacksonholt
 - Denis Kalenja
 - Montague Capital or Montague Capital Advisors
 - Representatives of Thompson Coburn LLP
 - All records of payments, approvals, reimbursements, or invoices involving:
 - Outside legal counsel retained for or by Chuck Watts while City Attorney
 - Thompson Coburn LLP
 - Law firms providing services unrelated to official City legal business
3. All records related to Chuck Watts’s outside employment, secondary representation, or legal service on behalf of any third party, including Cyberlux Corporation, from January 1, 2022 to July 1, 2025.
4. All internal City communications (emails, memos, Teams, Slack, or other formats) referencing any of the following terms from April 1, 2025 to present:
- “Curtin”
 - “Jackson Holt”
 - “Denis Kalenja”
 - “Montague”
 - “retaliation”
 - “resignation strategy”
 - “conflict of interest”
 - “NDA”
5. All emails, calendar entries, attachments, or communication logs from Chuck Watts’s City of Greensboro email account (@greensboro-nc.gov) between January 1, 2023 and May 1, 2025, referencing:
- Cyberlux Corporation
 - Huntington Ingalls (AKA HII)
 - Thin Air Gear
 - ARG Group
 - Anthony Gonzalez
 - G2G Global LTD
 - Carson John Tucker
 - Carl Ranno
 - Arthur “Art” Barter
 - Legalist
 - Mark Kane / Kane Law Firm

- Creditor Certification Form
 - Interpleader strategy
 - Subcontractor disputes or settlements involving federal defense funds
6. All documentation or authorizations—formal or informal—approving Chuck Watts’s use of City email and legal department resources for outside legal matters involving Cyberlux, Datron, or any other third party.
 7. Any communications by City legal staff discussing or forwarding emails included in Exhibit 8 of HII Mission Technologies Corp. v. Cyberlux et al., Case No. 3:25-cv-00483 (E.D. Va.).
 8. All financial records, payment authorizations, credit card expenditures, consultant agreements, or investigative service contracts approved, executed, or authorized by Chuck Watts (or by any City employee at his direction) between July 1, 2024 and July 31, 2025. This request includes, but is not limited to:
 9. Contracts or invoices related to investigative firms, consultants, or private contractors
 10. Any expenditures tied to information-gathering, intelligence, or background reporting on members of the public
 11. Any records referencing the preparation or funding of third-party research or reputational reports
 12. All invoices, disbursement authorizations, payment approvals, or work product associated with any services rendered by the following vendors:
 - Farrior & Associates (April 1, 2025 to June 30, 2025)
 - Tuggle Duggins PA (April 1, 2025 to June 30, 2025)
 - Thompson Coburn LLP (January 1, 2023 to June 30, 2025)
 - The Banks Law Firm (January 1, 2023 to June 30, 2025)

This request includes but is not limited to: * Any services involving investigation, information gathering, surveillance, or reputational research * Any project or line-item referencing James Curtin, Jackson Holt, Denis Kalenja, Montague Capital, Cyberlux Corporation, Chuck Watts, or related defense contracts

13. All electronic filing receipts, court portal access logs, PACER account usage records, or transmittal confirmations created or submitted by any City of Greensboro employee on behalf of Cyberlux Corporation, Datron World Communications, or any law firm representing them between January 1, 2023 and July 31, 2025. This request includes but is not limited to:
 - Documents filed in federal or state court
 - Filings sent to OTCMarkets
 - Email records reflecting file transmittal or portal login activity
 - Records reflecting use of City staff time or equipment to support these filings

14. All internet usage logs, proxy server logs, or browser access records generated by any City of Greensboro-owned device or network between October 1, 2024 and August 1, 2025, reflecting access to any of the following websites:

- www.jacksonholt.com
- twitter.com
- stocktwits.com
- investorshub.advfn.com

This request includes any logs showing: * Time of access * IP address * Device or workstation used * User credentials (if recorded) * Network location (e.g., department, building)

15. All device backups—full or partial—maintained, administered, or retrieved by the City for any computers, tablets, or mobile devices used by Chuck Watts during his tenure, including but not limited to:

- Email backups
- SMS/MMS message logs
- Browser history
- Application sync data
- File system archives

Any audit trails, network logs, or administrative records indicating access to or use of social media platforms (including but not limited to Twitter/X, Reddit, LinkedIn, Signal, WhatsApp, or Telegram) from any City-issued device or City-managed network associated with Chuck Watts.

This request is submitted in the public interest and in support of an active federal proceeding. The requested materials bear directly on questions of public resource use, institutional oversight, and the conduct of a former City official. If any records are withheld, please identify the legal basis for withholding and confirm whether partial release or redacted versions are available.

Pursuant to § 132-6, this request is expected to be processed as promptly as possible under the law. If you are unable to produce records within the next 5 business days, please provide an estimated timeline for production.

Thank you for your attention to this matter. I am available to discuss the scope of this request or facilitate phased production if necessary.


Sincerely,



Digitally signed by Jim Curtin
DN: cn=Jim Curtin, o=Carotank
Road, ou=Executive,
email=jim@carotankroad.com,
c=US
Date: 2025.08.06 10:12:14 -04'00'

James Curtin
Plaintiff, Pro Se

EXHIBIT Z

From: Jim Curtin jim@carotankroad.com 
Subject: Re: Cyberlux I Inquiry Regarding Conduct by Special Counsel Chuck Watts
Date: August 7, 2025 at 9:17 am
To: Brown, Jeffrey N. JBrown@thompsoncoburn.com
Cc: Lang, Douglas S. DLang@thompsoncoburn.com, Pennetti, Alex APennetti@thompsoncoburn.com, Gray, Edward W. Jr. EGray@thompsoncoburn.com



Dear Mr. Brown,

Thanks for your note regarding my recent inquiry about Cyberlux.

Just to be clear for the record: Thompson Coburn LLP is listed as legal counsel in Cyberlux Corporation's most recent disclosure to OTC Markets. The filing names Edward W. Gray Jr., Partner at your firm, under "Other Service Providers," with services described as Legal Counsel—specifically in connection with the preparation of that disclosure.

I understand that you don't represent Cyberlux in the two federal matters I referenced. That said, given Thompson Coburn's disclosed role in current corporate filings, I considered the inquiry appropriately directed to listed corporate counsel.

Since no alternate counsel has been identified, I'd appreciate it if you're able to forward the inquiry—or let me know if Cyberlux has retained a separate general legal counsel.

Best regards,

James Curtin

Cyberlux Q1 2025 OTC Filing
.pdf



On Aug 7, 2025, at 8:55 am, Brown, Jeffrey N. <JBrown@thompsoncoburn.com> wrote:

Mr. Curtin—Thompson Coburn LLP does not represent any party, including Cyberlux, in either of the matters that you refer to in your email. Please address your inquiry to Cyberlux's counsel in those matters.

Jeffrey N. Brown

jbrown@thompsoncoburn.com

P: 310 282 9418

F: 310 282 2501

Thompson Coburn LLP

10100 Santa Monica Boulevard Suite 500

Los Angeles, CA 90067

www.thompsoncoburn.com

From: Jim Curtin <jim@carotankroad.com>

Sent: Tuesday, August 5, 2025 1:36 PM

To: Gray, Edward W. Jr. <EGray@thompsoncoburn.com>;

jclarke@tjonghsia.com

Cc: Robert Berleth <rberleth@berlethlaw.com>; Lang, Douglas

S. <DLang@thompsoncoburn.com>; Pennetti, Alex

<APennetti@thompsoncoburn.com>

Subject: Cyberlux I Inquiry Regarding Conduct by Special Counsel Chuck Watts

Dear Counsel,

This letter concerns the pending federal cases *Curtin v. Watts et al.* (Case No. 3:25-cv-00596) and *HII Mission Technologies Corp. v. Cyberlux Corp. et al.* (Case No. 3:25-cv-00483), both before the U.S. District Court for the Eastern District of Virginia.

As reflected in public filings, Chuck Watts—while serving as City Attorney for Greensboro—also acted as “Special Counsel” to Cyberlux. Documents filed in these matters show him directing legal strategy, transmitting filings, and coordinating supplier and creditor communications related to the company’s contract posture and interpleader response. These activities occurred using the City of Greensboro’s official infrastructure.

Exhibits in the HII matter further show Mr. Watts using his government-issued @greensboro-nc.gov email account to distribute creditor certifications and settlement agreements tied to the Mod 4 conditions negotiated with HII. These efforts appear to be part of a structured attempt to satisfy release obligations under that agreement—at a time when Mr. Watts remained a salaried public official.

Additionally, there is evidence suggesting that City of Greensboro personnel assisted in the preparation and electronic filing of legal documents on behalf of Cyberlux and Datron, further blurring the boundary between public resources and private representation.

In a sworn declaration filed July 24, your CEO, Mark D. Schmidt, stated:

“As the Chief Executive Officer and President of Cyberlux, I make the final decisions on all major decisions as to Cyberlux’s operations, investments, business development, contracting, and manufacturing... My final approval typically is required for all contracts over \$100,000... All Cyberlux officers and/or employees report ultimately to me and are subordinate to me.”

Given that, I ask Cyberlux to clarify whether Mr. Watts was acting under that final authority—or outside it. If he was

acting under that individual authority or outside it. If he was operating within corporate direction, I will proceed accordingly. If, however, his actions exceeded the scope of his mandate or were not reviewed internally, this is the appropriate time to distinguish institutional conduct from individual initiative.

This inquiry is submitted in anticipation of procedural filings. While the core legal issues are now a matter of record, they are accompanied by allegations of reputational and extrajudicial consequences that have already been presented to the Court. In that context, a clear statement of position from Cyberlux would contribute to a more accurate delineation of responsibility.

This is not a discovery request. It is a courtesy inquiry and an opportunity—should Cyberlux choose—to clarify its understanding of Mr. Watts's scope and authority at the relevant time.

Respectfully,

James Curtin

Plaintiff, pro se

CONFIDENTIALITY NOTE: This message and any attachments are from a law firm. They are solely for the use of the intended recipient and may contain privileged, confidential or other legally protected information. If you are not the intended recipient, please destroy all copies without reading or disclosing their contents and notify the sender of the error by reply e-mail.

EXHIBIT AA

Thursday, August 14, 2025 at 9:06:50 AM Eastern Daylight Time

Subject: Preservation of Records Related to Cyberlux Corporation
Date: Saturday, August 9, 2025 at 12:31:52 pm Eastern Daylight Time
From: Jim Curtin
To: christian.ortega@hii.com
CC: clark.belote@kaufcan.com, dennis.lewandowski@kaufcan.com

Dear Mr. Ortega,

I am the plaintiff in *Curtin v. Watts, et al.*, currently pending in the Eastern District of Virginia. As part of that matter, I am preserving my rights to pursue related claims arising from events in which Cyberlux Corporation, and those acting on its behalf, undertook actions intended to silence and retaliate against me in order to prevent the disclosure of potential regulatory violations or other serious misconduct.

I understand that, in the ordinary course of business, HII may possess records, communications, or related materials involving Cyberlux Corporation, certain individuals named in my litigation, and the City of Greensboro. As my case progresses, such materials may become relevant to understanding the actions taken by Cyberlux and its representatives.

As a matter of courtesy, and to avoid unnecessary disputes later, I respectfully request that HII preserve all records, in any form, related to such actions or events. This includes, without limitation, communications (internal and external), meeting notes, correspondence, emails, text messages, and any related metadata or attachments, whether stored on personal or corporate systems, regarding:

- Interactions between Cyberlux and HII in the relevant time period;
- Any involvement by Chuck Watts, Watts Law, or the City of Greensboro in matters relating to Cyberlux and its business with HII;
- Any communications that reference my name or the litigation referenced above.

This request encompasses electronic and hard copy documents, backup systems, and any records maintained by third-party service providers.

I am not alleging wrongdoing by HII in making this request. This is a courtesy notice to ensure that relevant information is preserved for potential related proceedings. My intent is to avoid any later disputes over the existence or completeness of potentially relevant materials.

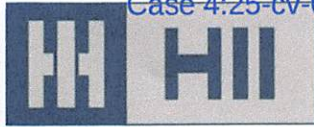
I appreciate your cooperation and professionalism in this matter.

James Curtin
Carotank Road Holdings Inc
jim@carotankroad.com

1 of 2

1500 K Street, 2nd Floor
Washington, D.C. 20005
+1 202 878 2949

EXHIBIT BB



COMMERCIAL SUBCONTRACT AGREEMENT

Firm Fixed Price (FFP)

SUBCONTRACT TYPE: FFP	SUBCONTRACT No.: P000043846
SELLER: Cyberlux Corporation	MODIFICATION No.: Award
ADDRESS: 800 Park Offices Drive, Suite 3209 Research Triangle, NC 27709	DPAS Rating: Not Rated
PROJECT: 110953.013 NAIC CODE: 336411 Size Standard: 1,500 employees	Contract Price: \$78,857,414.20

INTRODUCTION

This Subcontract, effective **08/29/2023**, is made between HII Defense & Federal Solutions, Inc., (hereinafter known as "Buyer" or "Prime") and Cyberlux Corporation (hereinafter known as "Seller"). The work to be performed by Seller under this Subcontract will support Buyer's work under Prime Contract No. or higher-tier Subcontract No. GS00Q14OADU109; Task/Delivery Order No. 47QFCA22F0039 that has been issued by The Federal Systems Integration and Management Center (FEDSIM), hereinafter referred to as "Customer". The work defined in Attachment I (Statement of Work and Schedule) shall be performed on a Firm Fixed Price basis in accordance with Schedule A hereto (Specific Terms and Conditions), and any document referenced herein.

The following authorized representatives are hereby designated for this Subcontract:

Cyberlux Corporation:

HII Defense & Federal Solutions, Inc.:

TECHNICAL: <u>Mark Schmidt</u> PHONE: <u>(919) 434-6608</u> EMAIL: <u>mschmidt@cyberlux.com</u>	TECHNICAL: <u>Jason Beckner</u> PHONE: <u>410-453-2618</u> EMAIL: <u>Jason.Beckner@hii-tds.com</u>
CONTRACTUAL: <u>Aaron Goodman</u> PHONE: <u>914-414-1884</u> EMAIL: <u>agoodman@cyberlux.com</u>	CONTRACTUAL: <u>Josh Rancourt</u> PHONE: <u>240-930-6341</u> EMAIL: <u>Joshua.Rancourt@hii-tds.com</u>

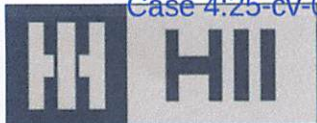
Only the Buyer's Contractual Representative has the authority on behalf of Buyer to make changes to this Subcontract, which can be done only in a writing signed by the Buyer's Contractual Representative. Either party may change its Technical or Contractual representative at any time, provided prompt notice is provided to the other party. All notices or other written communication required or permitted to be given under any provision of this Subcontract shall be in writing and shall be deemed to have been given by the notifying party if delivered by hand, facsimile (with confirmed receipt), email (with confirmed receipt) or mailed by an overnight delivery service, to the receiving party's above-identified Contractual Representative.

The Parties hereby agree that this Subcontract shall constitute the entire agreement and understanding between the parties with regard to the subject matter hereof and supersedes in its entirety any previous understandings between the parties, whether oral or written.



Issued by: Mission Technologies Command Media

HII Proprietary



SCHEDULE A – SPECIFIC TERMS AND CONDITIONS

1. PERFORMANCE

The Seller, as an independent contractor and not as an agent of Buyer, shall on the terms and conditions described herein furnish the necessary administration, labor, facilities, travel, and materials (except as specified herein to be furnished either by the Customer through Buyer or directly by Buyer) necessary for and incidental to the performance of the work authorized hereunder.

1.1. Period of Performance

The period of performance for this Subcontract is **08/29/2023 – 7/24/2024** unless amended in writing. Seller is not obligated to continue work or provide services and Buyer is not obligated to compensate Seller for work performed or expenses committed before or after these dates.

2. TYPE OF SUBCONTRACT

This is a Firm Fixed Price Subcontract.

- a. All goods and services are ordered and delivered as per this contract.
- b. Seller must notify Buyer as soon as possible if performance requires travel to any of the countries listed as a country of concern contained in the Attachment entitled "High-Risk Countries of Concern", other than the countries, both parties are aware of, of Poland and Ukraine. Buyer may, at its discretion, amend this list from time to time to include other high-risk countries.
- c. Exclusivity of supply is neither implied nor intended and Buyer is free to purchase the same or similar services from sources other than the Seller.

3. PRICES AND SCHEDULES FOR SUPPLIES/ SERVICES

The value for this Subcontract, as stated on the cover page, represents the total Subcontract value for the duration of the Subcontract. Unless otherwise provided herein, the price of the supplies/services include all applicable Federal, State, and Local taxes, customs duties, import fees of any kind, and shipping/delivery charges.

Seller/Off Site work: The Seller shall furnish all typical supplies and services routinely required in the industry for the same or similar work. These supplies and services include, but are not limited to, telephones, faxes, personal computers, business computer software, office furniture, supplies, and services, and normal copying and reproduction costs.

Buyer/On Site work: The Buyer or Buyer's customer will furnish personal computers, faxes, telephone, business computer software, office space and associated furniture, equipment, and office supplies, unless otherwise specified.

CEILING VALUE	
Previous Ceiling from:	\$0.00
Modification to Ceiling by:	\$78,857,414.20
Total Ceiling to:	\$78,857,414.20

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4. Funding

This Subcontract is fully in the amount of: \$78,857,414.20

Unless this Subcontract is amended in writing by mutual agreement of the parties, Subcontractor is not obligated to incur expenses or make commitments in excess of this amount and Buyer is not obligated to compensate Subcontractor beyond the amount stated.

5. INVOICES

Individual invoices shall be submitted to the buyer per the milestone schedule below and shall contain the following information:

- a. HII-Defense & Federal Solutions, Inc.
- b. Seller's company name and remit to address
- c. Subcontract number
- d. Unique invoice number
- e. Billing period
- f. Awarded amounts by line item
- g. Current and cumulative extended dollar totals billed by category and/or line item
- h. Current and cumulative Material, Travel, and other direct costs by line item.

MILESTONE/ DELIVERABLE	PAYMENT	ACCEPTANCE CRITERIA
Subcontract Award	50% of Drone Procurement	Award and Spend Plan
Shipping of 1,000 units – 50%	20% of Drone Procurement	Arrival of 1,000 systems to Dover AFB; Bill of Lading; Signed DD250/Similar Acceptance Document
Shipping of 2,000 units – 100%	30% of Drone Procurement	Arrival of 2,000 systems to Dover AFB; Bill of Lading; Signed DD250/Similar Acceptance Document
Sim SW (Simulation Software)	100%	Upon License Delivery
Training Drone Kit	100%	Upon Shipment; Bill of Lading;
Completion of Training	100% of Training	60 Certifications

Invoices shall be addressed to the following:

HII Defense & Federal Solutions, Inc.
 Attn: Accounts Payable
 5701 Cleveland Street Suite 400
 Virginia Beach, VA 23462

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Invoices shall be delivered electronically via email to: subcontract-consultant-invoices@hii-tsd.com and include the Subcontract Number, Invoice Number, and Invoice Date in the subject line of the email. Invoices shall be signed and dated by Seller's authorized representative, verifying the costs included are correct.

6. PAYMENT

Buyer agrees to reimburse the Seller for invoiced amounts based upon receipt of a properly prepared invoice and payment for deliveries/performance from the Customer for the amount of Seller's invoices. Payment to the Seller shall be made not later than ten (10) calendar days from Buyer's receipt of payment from the Customer that included Seller's invoiced amounts or sixty (60) calendar days from receipt of a properly prepared invoice from the seller, whichever comes first. Buyer shall exert reasonable effort to process Seller invoices promptly to avoid delay in payment. Buyer shall not be held liable or assume any obligation to pay Seller interest on any unpaid invoices, unless Buyer is in default of contract.

7. DELIVERY

Goods and services shall be delivered in accordance with the Statement of Work and Schedule. Time is of the essence. All goods furnished under this Subcontract shall be delivered FOB Origin to Dover AFB, unless specified otherwise in writing. Delivery shall not be deemed complete until the goods have been received and accepted by Buyer, notwithstanding delivery to any carrier. Services shall be deemed delivered after they have been performed, received, and accepted by Buyer.

8. RESERVED

9. INSPECTION AND ACCEPTANCE

- a. Inspection and acceptance shall be at Buyer's location or at such other place as Buyer shall designate. All materials furnished and services performed pursuant hereto shall be subject to inspection and test by Buyer and its agents and by its customers at all times and places, during the period of performance, and in any event before acceptance. In the event that material furnished, or services supplied are not in accordance with the Statement of Work requirements, Buyer may require Seller to replace or correct services or materials at Seller's expense. If Seller fails to proceed with reasonable promptness to perform required replacement or correction, Buyer may terminate the Subcontract for default pursuant to the terms of this Subcontract.
- b. The Seller understands that its performance will significantly impact Buyer's ability to satisfy the Prime Contract obligations. The Seller therefore agrees to exert all reasonable efforts to perform all technical support requirements within the specified time schedules and dollar limits awarded under this Subcontract. The Seller further agrees to advise Buyer's Program Manager upon discovery of any event or circumstance that potentially may cause any negative impact to schedule or cost.
- c. Buyer reserves the right to include additional acceptance criteria within future modifications to this Subcontract.

10. WARRANTY

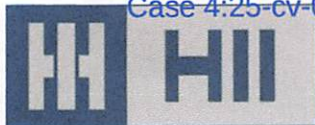
In addition to all express warranties and those implied by law, Seller warrants (1) all services covered by this Subcontract will be performed to the highest professional standards and will conform to all the specifications set forth in the Statement of Work; (2) the price(s) specified in. Seller warrants that the technical and management personnel proposed to perform the work hereunder are qualified to perform their assigned tasks; (3) that all goods will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design or materials and suitable for their intended purpose; (4) All representations,

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service warranties and guarantees, if any, shall run to Buyer, and Buyer's client or customer. The foregoing warranties shall survive any delivery, inspection, acceptance, or payment by Buyer.

11. PERSONNEL

11.1. Non-Solicitation of Employees

Buyer and the Seller agree that neither party shall directly contact the other parties' personnel who are working in support of this Subcontract for the purpose of soliciting for employment. This restriction shall continue for the Subcontract term and twelve months beyond the end of the term. This limitation shall apply only to positive acts of employment solicitation by either party, and shall not limit the right of the employees of each party to seek employment with the other party in response to a publicly advertised position.

11.2. Restrictions on employing US Government Personnel

In performing this Subcontract, the Seller shall not use as a consultant or employ (on either a full or part-time basis), any active-duty US Government personnel (civilian or military) without the prior approval of Buyer and the Government Contracting Officer for the Prime Contract.

11.3 Equal Employment Opportunities

The Parties shall comply with all Federal Equal Employment Opportunity (EEO) obligations under 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and federal labor law obligations under 29 CFR part 471, appendix A and subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, national origin, sexual orientation, and gender identify. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

12. GENERAL INDEMNIFICATION

Seller shall defend, indemnify, and hold harmless Buyer, its agents, and Buyer's Customer from and against any and all claims, damages, losses, liabilities or expenses (including reasonable attorney's fees, consultant fees, and expert witness fees) arising out of or relating to any third party claims, causes of action, lawsuits or other proceedings (individually or collectively, "Claims"), regardless of legal theory, to the extent such Claims arise from Seller's (or any of Seller's subcontractors, suppliers, employees, agents, or representatives): (i) intentional misconduct, negligence, or fraud; (ii) breach of this Subcontract; (iii) breach of the confidentiality or disclosure provisions herein; or (iv) violation of applicable law or regulation. Notwithstanding the foregoing, Seller's obligations under this Section shall not apply to the extent that a claim is finally determined by a court of competent jurisdiction to be caused by the sole negligence or willful misconduct of Buyer. Likewise, Seller will extend the same terms to Buyer.

12.1. Intellectual Property Indemnity

Without regard to any other warranties provided under the terms of this Subcontract, Seller warrants that the use or sale of the goods or services provided by Seller to Buyer will not infringe on any patent, trademark or copyright covering the goods or services. Further, Seller shall defend, indemnify and hold harmless Buyer, its affiliates and agents, subsidiaries, directors, officers, shareholders, employees and the Customer from and against any and all claims, costs, losses, damages, liabilities or expenses (including reasonable attorney's fees, consultant fees, and expert witness fees) attributable to a claim that any goods or services, in whole or in part, furnished under this Subcontract infringes any patent, trademark, copyright, trade secret, or any other intellectual property right. In the event of such a claim, in addition to the indemnity above, Seller, at the option of Buyer and the Seller's expense, shall either (1) procure for Buyer the right to continue using the goods or services, or (2) replace same

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with non-infringing, but equivalent goods or services, (3) modify the goods or services so it becomes non-infringing but nonetheless satisfies all other Subcontract requirements, or (4) refund the purchase price to Buyer. Likewise, Seller will extend the same terms to Buyer.

13. REQUIRED INSURANCE

Without prejudice to Seller's liability to indemnify Buyer as stated in any indemnification provision contained in this Subcontract, Seller shall procure at its expense and maintain for the duration of this Subcontract and ensure that any of its subcontractors used in connection with this Subcontract procure and maintain, the insurance policies required below.

(a) **Workers' Compensation:** Coverage for statutory obligations imposed by laws of any State in which the work is to be performed. Where applicable, Seller shall provide evidence of coverage for the Defense Base Act (DBA) including all employees working on U.S. Government contracts outside the United States. Seller and its insurer shall waive all rights of subrogation in favor of Buyer. Employer's Liability coverage of \$1 million each accident shall also be maintained.

(b) **Commercial General Liability:** Coverage for third party bodily injury and property damage, including products and completed operations, contractual liability, and independent contractors' liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Buyer, its directors, officers, and employees, and Buyer's customer where required by Buyer's Prime Contract with its Customer, shall be named as Additional Insureds and shall be granted a waiver of subrogation.

(c) **Business Automobile Liability:** Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage liability. Buyer, its directors, officers, and employees, and Buyer's Customer where required by Buyer's Prime Contract with its Customer, shall be named as additional insureds and shall be granted a waiver of subrogation.

(d) **Professional Liability / Errors and Omissions:** *If Seller is performing any professional services, coverage for damages (including financial loss) caused by any acts, errors and/or omissions arising out of Seller's performance or failure to perform professional services with limits of not less than \$1,000,000 per claim and \$2,000,000 in the annual aggregate. Buyer, its directors, officers and employees shall be granted a waiver of subrogation.*

The required insurance coverages above shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer and notwithstanding any provision contained herein, the Seller, and its employees, agents, representatives, consultants, subcontractors, and suppliers, are not insured by Buyer, and are not covered under any policy of insurance that Buyer has obtained or has in place.

Any self-insured retentions, deductibles, and exclusions in coverage in the policies required under this article shall be assumed by, for the account of, and at the sole risk of Seller. In no event shall the liability of Seller or any subcontractors be limited to the extent of any of insurance or the minimum limits required herein.

Coverage shall not exclude claims brought in the United States and all insurance required as part of this Subcontract shall be placed with insurance companies that are authorized to do business under the laws of the state(s) or foreign jurisdiction in which the work is being performed and shall be in a form reasonably acceptable to Buyer and with insurers with a current A.M. Best financial rating of no less than A-, VIII.

Prior to commencement of any work, and within concurrently with of any policy renewal that occurs while any work is on-going under this Subcontract, Seller shall provide Buyer certificates of insurance evidencing the insurance coverage required above, including evidence of additional insured status and waivers of subrogation as required.

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14. RESERVED

15. BUYER FURNISHED ITEMS AND INTELLECTUAL PROPERTY

a. Notwithstanding, for the buyer to meet its obligation to customer in performance of this contract, any other provision of this Subcontract relating to rights in technical data, rights in computer software, patent rights, copyright, or any other form of intellectual property (collectively "IP") whether granted to Buyer or to Buyer's customer, the Seller understands and agrees that Buyer will need access to and use of Seller's IP in order for Buyer to perform its contract with Buyer's customer. Accordingly, Seller agrees that it will promptly provide such of its IP as Buyer may from time-to-time request in the form required by Buyer. In doing so, Seller is granting Buyer a license in such IP for the purpose of Buyer fulfilling its obligations to Buyer's Customer, but for no other purpose except as expressly provided for elsewhere under this Subcontract or in a separate agreement.

16. PUBLIC RELEASE OF INFORMATION

Seller shall not disclose information concerning work under this Subcontract to any third party unless such disclosure is necessary for the performance of the Subcontract effort. No news releases, public announcement, denial, or confirmation of any part of the subject matter of this Subcontract or any phase of any program hereunder shall be made without prior written consent of Buyer. The restrictions of this paragraph shall continue in effect upon completion or termination of this Subcontract for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this Clause is a material breach of this Subcontract.

17. APPLICABLE STATE LAW AND COMPLIANCE

This Subcontract shall be governed by and construed in accordance with the laws of Virginia. Seller shall comply with all applicable foreign and United States federal, state, and local laws, statutes, rulings, ordinances, orders, and regulations in performing this Subcontract.

To the extent that performance of this Agreement requires that Seller's employees be deployed outside the United States ("Deployed Personnel"), Seller shall at all times be responsible for its Deployed Personnel's compliance with applicable local, state, and host nation laws, and Seller shall bear all risks, costs, damages, or liabilities that may result from any non-compliance. Should Seller wish that its Deployed Personnel be authorized to carry a weapon, Seller: (1) shall comply with the requirements of all Government instructions, regulations, directives, orders, and policies pertaining to the possession and use of weapons by contractor personnel; (2) shall bear all risks, costs, damages or liabilities that may result from the possession or use of weapons by its Deployed Personnel, and (3) shall indemnify Buyer for any and all claims or liabilities that may arise from or relating to such weapons use or possession. Seller acknowledges and agrees that Buyer neither authorizes or requires Seller's Deployed Personnel to possess weapons.

18. NEW MATERIALS – COUNTERFEIT PRODUCTS AVOIDANCE

a. Definitions: The term "Material" or "Product", as used in this clause, includes, but is not limited to raw material, parts, components, assemblies, and end items. The term "New", as used in this clause, means Original Equipment Manufacturer (OEM) or Original Component Manufacturer (OCM), Material previously unused or composed exclusively of previously unused Material, allowing for conventional use including, but not limited to integration, installation, assembly, test, burn-in, training, troubleshooting, and rework as required. The term "Counterfeit Material" or "Counterfeit Product" means Materials or products salvaged, produced or altered to resemble a product without authority or right to do so, with the intent to mislead or defraud by presenting the imitation as New Material or Product.

b. Unless Buyer specifies otherwise in writing, Seller only shall deliver New Material and Products.



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- c. Seller shall not deliver Counterfeit Material or Products to Buyer under this subcontract. Seller represents and warrants that it has policies and procedures in place to ensure that none of the Products furnished to Buyer under this Subcontract are or contain Counterfeit Material or Products.
- d. Seller will adhere to DFAR 252.246-7008 Sources of Electronic Parts.
- e. Seller shall immediately notify Buyer when Material or Products are found or suspected to be Counterfeit. Notice must be in writing and must be provided to Buyer within 10 days of discovery.
- f. Upon request, Seller shall provide OEM/OCM documentation that enables traceability of the affected Material to the applicable OEM/OCM.
- g. Should any Material or Products delivered under this Contract constitute or include Counterfeit Material or Products, Seller shall, at its expense, promptly remove and replace such Counterfeit Material or Products with genuine parts conforming to the requirements of this Subcontract. Notwithstanding any other provision in this subcontract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Material or products, including, without limitation, Buyer's costs of removing Counterfeit Material or products, of installing replacement New Material or products and of any testing/corrective action necessitated by the replacement of Counterfeit Material or products. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this subcontract.

19. COMPLIANCE WITH REPRESENTATIONS AND WARRANTIES

19.1. Compliance with Anti-Corruption Laws

Seller represents, warrants, and covenants that, in relation to the activities or transactions contemplated by this Subcontract, Seller and its affiliates, subsidiaries, directors, officers, employees, agents, consultants, contractors, designees, ultimate beneficial owners, and shareholders, and all other persons or parties acting on Seller's behalf, directly or indirectly, will comply with (i) any applicable anti-corruption laws, including but not limited to, the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, and other laws prohibiting corruption and bribery of any officer or employee of any agency, instrumentality, subdivision or other body of any national, regional or municipal governmental authority, any commercial or similar entity that the governmental authority controls or owns, including state-owned and state-operated companies or enterprises, any public international organization, any political party or any candidate for political office (each, a "Government Official") (collectively "Anti-Corruption Laws"), (ii) all applicable anti-money laundering laws, including the U.S. Bank Secrecy Act, as amended by Title III, International Money Laundering and Anti-Terrorist Financing Act of 2001, of the USA PATRIOT Act of 2001, as may be amended from time to time, and (iii) U.S. anti-human trafficking laws and regulations, including the Trafficking Victims Protection Act.

19.2. Anti-Corruption

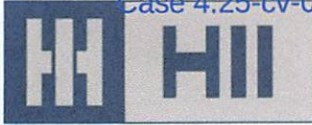
Seller represents, warrants, and covenants that, in relation to the activities or transactions contemplated by this Subcontract, Seller and its affiliates, subsidiaries, directors, officers, employees, agents, consultants, contractors, designees, ultimate beneficial owners, and shareholders, and all other persons or parties acting on Seller's behalf, directly or indirectly, shall not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of any monies or anything of value to any (i) Government Official or (ii) person acting for or on behalf of a Government Official or engaging in any of the above-described activities at the suggestion, request, direction or for the benefit of a Government official, for the purpose of influencing any act or decision of such Government Official or of a governmental authority to obtain or retain business, provide any business advantage related to this Subcontract, or direct business to any party. Seller hereby agrees to immediately notify Buyer of any known or suspected violations of the Foreign Corrupt Practices Act, U.K. Bribery Act, and other laws prohibiting corruption and bribery of Government Officials (collectively "Anti-Corruption Laws"). Buyer has the right, at its own expense and upon reasonable notice, to review the Seller's anti-corruption program to ensure compliance.

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19.3. Anti-Human Trafficking

Seller represents, warrants, and covenants that, in relation to the activities or transactions contemplated by this Subcontract, Seller and its affiliates, subsidiaries, directors, officers, employees, agents, consultants, contractors, designees, ultimate beneficial owners, and shareholders, and all other persons or parties acting on Seller's behalf, directly or indirectly, shall not: (i) engage in any form of sex trafficking, involuntary servitude, peonage, debt bondage, slavery or any other "severe forms of trafficking in persons"; (ii) procure commercial sex acts during the period of performance of this Subcontract; (iii) use forced labor in the performance of this Subcontract; (iv) destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents; (v) use fraudulent or misleading practices during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the work, the living conditions, housing and associated housing costs, any significant costs to be charged to the employee or potential employee, and the hazardous nature of the work (if applicable), or use recruiters that use any such methods or otherwise do not comply with local labor laws; (vi) charge employees or potential employees recruitment fees; (vii) fail to provide return transportation or pay for the cost of return transportation upon the end of employment for an employee who was brought to a country outside of where he and she resides to perform work related to this Subcontract; (viii) provide housing that fails to meet host country safety and health standards; or (ix) fail to provide an employment contract, recruitment agreement, or other required work document in writing (if required by law or contract). Seller hereby agrees that Seller shall implement an antihuman trafficking program in accordance public law, notify its employees and agents of the U.S. Government's policy prohibiting trafficking in persons and take appropriate action against such employees and agents for violations of such policy. Seller hereby agrees that it will cooperate fully in providing reasonable access to its facilities and staff to allow the Buyer or responsible U.S. Federal agencies to conduct audits, investigations, or other actions to test compliance with U.S. anti-human trafficking laws and regulations. Seller hereby agrees to immediately notify Buyer of any known or suspected violations of the anti-human trafficking laws. Buyer has the right, at its own expense and upon reasonable notice, to review the Seller's anti-human trafficking program to ensure compliance.

19.4. Conflict Minerals Disclosure

Pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and its implementing regulations, Buyer is required to identify the presence and source of Conflict Minerals (gold, tantalum, tin, or tungsten) contained in Buyer's manufactured products. Buyer has implemented a comprehensive Conflict Minerals compliance program, which includes posting relevant information for suppliers at this website: <http://www.huntingtoningalls.com/who-we-are/ethics-compliance/conflict-minerals/>. It is a requirement of this Subcontract that Seller shall be familiar with this information and make all reasonable efforts to assist Buyer in identifying the presence and source of Conflict Minerals contained in the products sold by Seller to Buyer, as described further below.

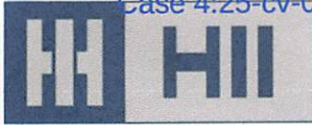
- a. As of the time of award of this Subcontract, Seller represents that: (i) The Product(s) Seller will be supplying under this Subcontract do not contain (a) gold or (b) tantalum, tin, or tungsten (derivatives of columbitetantalite (coltan), cassiterite, and wolframite); or (ii) Alternatively, if the Product(s) contain gold, tantalum, tin, or tungsten, Seller agrees to provide Buyer one of the following completed forms prior to delivery of the Product(s):
 - i. The Global E-Sustainability Initiative Conflict Minerals Reporting Template ("GeSI CMRT") available at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template/>, with "Product" selected under the "Declaration Scope or Class" field;
 - ii. Written documentation about the source of Conflict Minerals in the Product(s) that provides substantively similar information to that requested by the GeSI CMRT.
- b. Any GeSI CMRT provided pursuant to paragraph A(ii) above shall also be submitted to Buyer in writing.

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- c. If the status of any Product(s) changes during performance of this Subcontract so that the representation or information provided pursuant to paragraph A of this provision is no longer accurate, then Seller must within 30 days complete and submit updated, accurate and current information as provided in paragraph B above.
- d. If Buyer determines that any representation made by Seller pursuant to this provision is inaccurate or incomplete in any respect, or Seller fails to timely submit the information required by this provision, then Buyer may terminate this Subcontract for default.

19.5. Notification of Potential Violation

Seller represents, warrants, and agrees to immediately notify Buyer should it become aware any credible information it receives from any source that alleges that a Subcontractor employee, lower tier subcontractor or subcontractor's employee, or their agent has engaged in conduct that would violate the Compliance Representations and Warranties included in this clause.

19.6. Public Official Involvement

Other than those disclosed to Buyer, Seller does not have any current officers, directors, ultimate beneficial owners, or shareholders (excluding for purposes of this section shareholders of a publicly traded company) who are, or whose immediate family members are Government Officials, and should it become aware of any such officer, director, ultimate beneficial owner, or shareholder becoming a Government Official, it shall inform Buyer within 30 days.

19.7. Use of Third Party or Third-Party Representatives

If Seller anticipates retaining a Third-Party Representative for any aspect of this project, Seller will provide prior notice and identification of the third party to Buyer in order to allow Buyer to conduct appropriate screening and due diligence. The Seller may not use a third party to fulfill its responsibilities under the Agreement without the written authorization of Buyer. Seller shall be responsible for all services performed and delivered by any such authorized third party or parties under this Agreement, will ensure that the third party complies with all applicable terms and conditions of this agreement, to include anti-bribery and anti-corruption laws and regulations, and anti-human trafficking laws and regulations, and agrees to indemnify Buyer for any violations.

Any violation or breach of the obligations subscribed by Seller under this Section 21 of this Subcontract shall be qualified as gross misconduct and material breach of this Subcontract attributable to Seller and may bring about the automatic cancellation of this Subcontract at the initiative of Buyer without any compensation nor any right of compensation in favor of Seller and without prejudice to all rights of recourse which could be exercised by Buyer. Buyer shall be entitled to terminate this Subcontract, without penalty or compensation, if it has reasonable grounds to believe (on the basis of credible information, including, but not limited to, third-party statements that Buyer believes to be reliable, or well-sourced press reports) that Seller has committed a material breach of its representations, warranties, or covenants included in this section of this Subcontract.

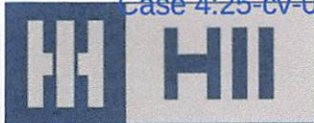
20. EXPORT CONTROL COMPLIANCE

- a. Export Compliance. Seller is advised that its performance of this Subcontract may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code 2751 – 2796 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations) or 50 United States Code 2401 – 2420 (Export Administration Act) and 15 Code of Federal Regulations 768 – 799 (Export Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Laws and Regulations"). Seller represents and warrants that it is either:

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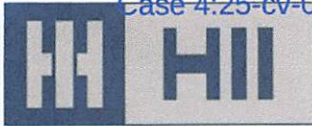
- i. A U.S. Person as that term is defined in the Export Laws and Regulations; or
 - ii. That it has disclosed to Buyer's Representative in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status.
- b. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued thereunder.
- c. Foreign Personnel/Persons. Seller shall not give any Foreign Person, as defined by ITAR sec. 120.16, (including Seller's own non-U.S. employees or affiliates) access to Technical Data, software or Defense Articles, or provide an unauthorized Defense Service as those terms are defined in the applicable Export Laws and Regulations without the prior written consent of Buyer. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller's request under this paragraph C shall relieve Seller of its obligations to comply with paragraph (b) of this provision or the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph (b), nor constitute consent for Seller to violate any requirement of the Export Laws and Regulations.
- d. Notwithstanding any other indemnification provisions contained in this Subcontract, Seller shall indemnify and hold harmless Buyer, Buyer's parent and affiliates and their respective officers, directors, and employees from and against any and all liabilities, claims losses, liabilities, and expenses arising out of the failure of Seller, its employees, Subcontractors, or agents to comply with the requirements of this provision and breach of the warranty set forth in paragraph a. Seller shall, at its own cost, defend Buyer against such claims, losses, and liabilities, and, it shall pay Buyer's reasonable attorney fees and expenses, related to carrying out and enforcing the terms of this provision, as those costs are incurred. Buyer has the right to conduct such defenses if it so chooses. Any failure of Seller to comply with the requirements or any breach of the warranty contained in this provision shall be a material breach of this Subcontract.
- e. The substance of this provision shall be incorporated into any lower-tier subcontract entered into by Seller for the performance of any part of the work under this Subcontract. **21. COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT**
- a. Pursuant to Title 48 of the Combined federal Regulations § 52.204-24 Seller represents, warrants, and covenants that it has reviewed its equipment and components that it is providing and certifies that:
- i. It does not contain or use telecommunications equipment or components manufactured by the covered companies Huawei Technology Company or ZTE Corporation (or any subsidiary or affiliates of such agencies);
 - ii. Does not contain surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Does not use telecommunications or video surveillance services provided by such entities or are using such equipment; and
 - iv. Does not contain telecommunications or surveillance equipment or services produced by or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by or otherwise connected to, the government of a covered foreign country (The Peoples Republic of China).
- b. In the event the Seller identifies covered telecommunications equipment, software, hardware or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Subcontract performance, or the Seller is notified of such by a subcontractor at any tier or by any other source, the Seller shall immediately report the information to Buyer. Seller assumes all liability for the

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violation of this clause and will indemnify Buyer for any and all costs and damages related to the violation of this clause.

- c. Further, Seller is prohibited from—
- i. Providing any covered article that the Customer will use on or after October 1, 2018; and
 - ii. Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract. Covered technology includes: any hardware, software, or service that is (i) Is developed or provided by a covered entity; (ii) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or (iii) Contains components using any hardware or software developed in whole or in part by a covered entity. iii. A covered entity is: (i) Kaspersky Lab; (ii) Any successor entity to Kaspersky Lab; (iii) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or (iv) Any entity of which Kaspersky Lab has a majority ownership.
- d. In the event the Seller identifies any covered article identified in paragraph (c) herein is provided to Buyer or Buyer's Customer during subcontract performance, or the Seller is notified of such by a subcontractor at any tier or by any other source, the Seller shall report the information immediately to Buyer. Seller assumes all liability for the violation of this clause and will indemnify Buyer for any and all costs and damages related to the violation of this clause.

22. ORGANIZATIONAL CONFLICT OF INTEREST

Seller represents and warrants that its performance of this Subcontract does not constitute and will not create an organizational conflict of interest (OCI) as defined under any applicable OCI clause or regulation. If during the course of performance, Seller becomes aware of any actual or potential organizational conflict of interest caused by its performance of this Subcontract, Seller shall promptly notify Buyer in writing of the nature of such actual or potential organizational conflict of interest.

23. CHANGES

Buyer and seller must both agree to any bilateral changes made to the subcontract agreement. Buyer may make changes within the general scope of this Subcontract, by written notice to Seller at any time before completion of this Subcontract including any one of the following: (a) drawings, designs, or specifications; (b) quantity; (c) place of delivery; (d) method of shipment or routing; and (e) make changes in the amount of Buyer furnished property. If any such change causes a material increase or decrease in the estimated cost of, or the time required for the performance of any part of the work under this Subcontract, Buyer shall make an equitable adjustment in the estimated cost, delivery schedule, or amount of any fixed fee and shall modify the Subcontract. The Seller must have notified Buyer in writing of any request for such adjustment within twenty (20) days from the date of such notice from Buyer or from the date of any act of Buyer which Seller considers constituting a change. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this Subcontract. Seller shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

24. DISPUTES

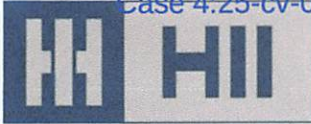
The parties agree to negotiate to resolve any dispute arising out of the performance of this Subcontract. Both Parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time. Should negotiations be unsuccessful, both parties shall have the right to litigation. The parties expressly agree that any action arising out of or relating to this Subcontract shall be brought exclusively in any state or Federal court in Virginia.

Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Subcontract, Seller shall proceed diligently with the performance of this Subcontract

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25. ATTORNEY FEES AND LEGAL COSTS

In any litigation or court proceeding between the Parties to enforce or declare the rights of any Party pursuant to this Agreement, the prevailing Party shall be entitled to recover its reasonable costs and expenses incurred with respect thereto, including reasonable attorneys' fees, consultant fees, and expert witness fees, unless otherwise directed by the court.

26. SUBCONTRACT CLOSEOUT

26.1. Close Out Documentation

- a. Upon completion of the subcontract, the Closeout Administrator shall send Subcontractor Certification Statements and other necessary forms to the Seller. The Seller shall complete and return Subcontract Certification Statements to Buyer's Contract Closeout Department within 45 days after receipt of Certification Statements.
- b. Final invoice shall be sent within 30 days of final milestone deliverable.
- c. In the event Seller fails to submit closeout documents within the period specified above or be granted an extension in writing by the Buyer Subcontract Closeout Administrator, Seller does forever fully and finally remise, release, and discharge Buyer and/or Customer, its officers, agents and employees, of and from any and all liabilities, obligations, claims, and demands whatsoever arising under or relating to this Subcontract, in consideration of the amounts previously paid to Seller by Buyer pursuant to this Subcontract, as determined by Buyer's records, which constitute the full, complete and final extent of Buyer's financial obligation to Seller, and that Seller expressly authorizes Buyer to rely on the foregoing representations and release in connection with Buyer's closeout of or other actions taken with respect to the Prime Contract with the Customer.
- d. For purposes of this Subcontract, subcontract closeout authority is delegated to the Buyer's Closeout Department.

26.2. RESERVED

27. ASSIGNMENT AND SUBCONTRACTS

This Subcontract may not be assigned in whole or in part, including lower-tier Subcontracts, or by merger or transfer of all or a substantial part of the assets of the Seller, without the prior written consent of Buyer and the Customer (as required).

The Seller is prohibited from lower-tier subcontracting without the prior approval of the Buyer Contractual Representative.

28. GENERAL RELATIONSHIP

Seller is an independent contractor. Neither Seller nor any of Seller's workers shall be deemed to be employees of Buyer for any purpose. Seller is to exercise its own discretion as to the method and manner of performing its duties, and Buyer will not exercise control over Seller beyond ensuring that Seller complies with the statement of work and the other terms and conditions of this Subcontract. Buyer reserves the right to offer suggestions to Seller regarding the technical aspects of Seller's services. Seller agrees to defend, indemnify and hold Buyer harmless in connection with any claim or suit by any employee of Seller against Buyer, its employees, agents and assigns to the maximum extent permitted by law; in addition, Seller's Liability Insurance will insure Seller's indemnity and defense obligation with respect to such claim or suit. Seller waives any statutory or common law protections that would otherwise protect it against all such obligations listed in this paragraph.

Buyer shall be solely responsible for all coordination and communication with Buyer's customer as it affects the applicable Prime Contract and this Subcontract. Any communications initiated by the Customer directly with the Subcontractor concerning this Procurement are permissible, provided Buyer is notified promptly of such communications and the substance thereof.

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29. HEALTH AND SAFETY

Seller shall take all necessary precautions to protect the health and safety of Seller's employees or representatives while participating in work under this Subcontract and shall follow all applicable state and federal Occupational Safety & Health Administration ("OSHA") requirements.

30. NON-WAIVER OF RIGHTS

Failure of Buyer to insist upon strict conformance of the provisions of this Subcontract shall not constitute a waiver of any of the provision(s) of this Subcontract, or a waiver of any of the technical requirements, specifications, drawings, or a waiver of any default provision.

If any provision of this Subcontract, in whole or in part, is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision(s) of this Subcontract.

Except as otherwise expressly stated the remedies provided herein shall be non-exclusive and in addition to any remedies in law or equity.

31. STANDARDS OF BUSINESS ETHIC AND CONDUCT

HII Defense & Federal Solutions, Inc. has implemented a comprehensive Ethics and Business Conduct Program, which includes a "Supplier Code of Conduct," or expectations that HII Defense & Federal Solutions, Inc. holds for its suppliers. The "Supplier Code of Conduct" is available at this website: <http://www.huntingtoningalls.com/wpcontent/uploads/2016/07/ethicsba.pdf>. Commensurate with the size and nature of Seller's business, Seller shall have management systems in place to support compliance with laws, regulations, and the expectations related to or addressed expressly within the Supplier Code of Conduct. In the event of a violation of any of the expectations set forth in the Supplier Code of Conduct, Buyer may pursue corrective actions to remedy the situation, up to and including termination of this Subcontract.

32. TERMINATION

32.1. Termination for Convenience

If and when customer exercises its right, Buyer shall have the right to terminate this Subcontract, in whole or in part at any time without cause regardless of dollar value by providing written notice to the Seller. Upon receiving notice of such termination, Seller shall:

- (i) stop all work under this Subcontract on the date and to the extent specified;
- (ii) place no further contracts hereunder except as may be necessary for completing such portions of the Subcontract as have not been terminated;
- (iii) terminate all contracts to the extent that they may relate to portions of the Subcontract that have been terminated; and
- (iv) protect all property in which Buyer has or may acquire an interest and deliver such property to Buyer.

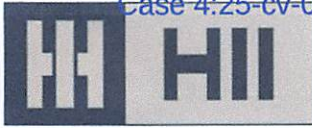
Buyer's sole obligation to Seller in the event of a termination for convenience shall be to pay Seller a percentage of the Subcontract price corresponding with the percentage of the terminated work actually performed prior to the notice of termination, plus Seller's reasonable expenses incurred as a direct result of the termination. Under no circumstances shall Seller be entitled to anticipatory or lost profits. Within twenty (20) days from such termination, Seller may submit to Buyer its written claim for termination charges in the form prescribed by Buyer. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of Buyer's liability arising out of such termination.

Buyer reserves the right to verify claims hereunder and Seller shall make available to Buyer, upon its request, all relevant books and records for inspection and audit (e.g., timecards and receipts). If Seller fails to afford Buyer its rights hereunder, Seller shall be deemed to have relinquished its claim.

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32.2. Termination for Default

Buyer may, by written notice of default to the Seller, terminate the whole or any part of this Subcontract in any one of the following circumstances: (i) if Seller fails to make progress in the production capacity and or the delivery schedule in the proposal as so to endanger performance or (ii) if Seller fails to perform any of the other provisions of this Subcontract in accordance with its terms, after receipt of notice from Buyer specifying such failure; or (iii) Seller becomes insolvent or the subject of proceeding under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due, and in any of these three circumstances does not cure such failure within a minimum period of 10 days of endangering performance (or such longer period as Buyer may authorize in writing).

If, after a default termination, it is determined that Seller was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of Buyer.

If this Subcontract is so terminated,

Seller shall continue performance of this Subcontract to the extent not terminated. Buyer shall have no obligations to Seller with respect to the terminated part of this Subcontract except as herein provided. In case of Seller's default, Buyer's rights as set forth herein shall be in addition to Buyer's other rights although not set forth in this Subcontract.

33. NOTICE OF DELAYS

In the event Seller encounters difficulty in meeting performance requirements or anticipates difficulty in complying with the delivery schedule, dates, or whenever Seller has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Subcontract, Seller shall notify Buyer, in writing, within seventy-two (72) hours of discovery, giving pertinent details. This notification shall be informational only and compliance with this notification provision shall not be construed as a waiver by Buyer of any delivery schedule, date, or of any rights or remedies provided by law or under this Subcontract.

34. ORDER OF PRECEDENCE

The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between or among the provisions of this Subcontract, the inconsistency shall be resolved by giving precedence in the following order:

1. Subcontract Agreement
2. Schedule B Part III Commercial Products and Services
3. Prime Contract Special
4. Statement of Work
5. Seller's Pricing (cyberlux to hii transmittal letter)
6. Representations and Certifications

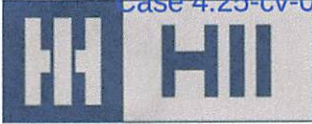
35. AGREEMENT EXECUTION

Seller hereby certifies to the best of its knowledge and belief that it has not within a three-year period preceding the execution of this Certification been convicted of or had a civil judgment rendered against them for, nor has Seller been indicted for or charged by a governmental entity with: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property.

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HII Defense & Federal Solutions, Inc.

Seller shall provide immediate written notice to Buyer if, at any time during the term of any agreement between Seller and Buyer, Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Seller may be required to execute Buyer's Standard Representations and Certifications (Attachment IV) annually, which will be incorporated into and made a part of this Subcontract upon completion and execution by Seller. Seller is to promptly notify Buyer of any change in status with respect to matters covered by Certifications and Representations. Seller hereby agrees to execute such further documents as Buyer and/or the Customer may reasonably require in connection with the award or performance of this Subcontract.

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the date signed below. Both parties agree that a single original of this Subcontract will be executed.

Cyberlux Corporation

By: Mark D. Schmidt

Name: Mark D. Schmidt

Title: CEO

Date: 08/29/2023

HII Defense & Federal Solutions, Inc.

By: _____

Name: Josh Rancourt

Title: Subcontracts Administrator

Date: _____

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EXHIBIT CC

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**PHILLIP RICK TUCKER, a/k/a
RICK TUCKER, AND NEILL
WHITELEY, Individually,
Plaintiffs**

§
§
§
§
§
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§
§
§

Civil Action No. 4:25-cv-02770

**Hon. Judge Sim Lake
Hon. Judge Yvonne Y. Ho**

v.

**CYBERLUX CORPORATION
Defendant.**

DECLARATION OF MARK D. SCHMIDT

Background Information

1. My name is Mark D. Schmidt. I am over the age of twenty-one (21) years, of sound mind, and otherwise competent to make this declaration. The facts and statements contained in this declaration are within my personal knowledge and are true and correct.

2. I submit this Declaration in support of Defendants' Opposition to Plaintiffs' Motion to Remand.

3. I am the President and Chief Executive Officer of Cyberlux Corporation ("Cyberlux") and have been in that position since 2008. I am also Chairman of the Board and have held that position since 2021. If called as a witness, I would competently testify as to the following facts based on my personal knowledge.

Factual Declarations in Support of Cyberlux's Opposition to Plaintiffs' Motion to Remand

4. Cyberlux was incorporated in the state of Nevada. Cyberlux's headquarters and principal place of business is in the State of North Carolina at 800 Park Offices Drive, Suite 3209, Research Triangle Park, NC 27709. My President and Chief Executive Officer office is located there, and I personally reside in North Carolina. The North Carolina principal place of

business is where I, as the President and Chief Executive Officer of Cyberlux, direct, control, and coordinate Cyberlux's activities. Attached as Exhibit A is a true and correct copy of Cyberlux's Annual Report for the period ending December 31, 2024, which provides that Cyberlux's principal place of business is the same as its principal executive office, i.e., 800 Park Offices Drive, Suite 3209, Research Triangle Park, NC 27709. This Annual Report was filed with the North Carolina Secretary of State, with Cyberlux's North Carolina Secretary of State ID number. Attached as Exhibit B is a true and correct copy of Cyberlux's Disclosure Statement Pursuant to the Pink Basic Disclosure Guidelines, filed with the OTC Markets OTCID exchange, identifying Cyberlux's principal place of business on page 2 as 800 Park Offices Drive, Suite 3209, Research Triangle, NC 27709.

5. Cyberlux identifies this same principal place of business address -- 800 Park Offices Drive, Suite 3209, Research Triangle Park, NC 27709 -- as its headquarters on various documents, including as the contact address on its website, www.cyberlux.com.

6. As the Chief Executive Officer and President of Cyberlux, I make the final decisions on all major decisions as to Cyberlux's operations, investments, business development, contracting, and manufacturing. I make all final decisions as to the hiring or firing of any Cyberlux employee at the Vice-President level or higher. My final approval typically is required for all contracts over \$100,000. My office is located at Cyberlux's headquarters and principal place of business -- 800 Park Offices Drive, Suite 3209, Research Triangle Park, NC 27709, and unless I am traveling, I make all such final decisions from there.

7. At the heart of Plaintiffs' claims in this case is a Purchase Agreement whereby Cyberlux acquired Catalyst Machineworks, LLC, of which Plaintiffs were the members. I signed that Purchase Agreement and made the final decision to enter it on behalf of Cyberlux. That

Purchase Agreement specifically states that any notices required by the Agreement shall be sent to “800 Park Offices Drive, Suite 3209, Durham NC 27709 . . . Attention: President & CEO” (Doc. 15-3 at 22); i.e., Cyberlux’s principal place of business. Accordingly, the Purchase Agreement also states that North Carolina law applies to it and includes a forum selection clause for courts in North Carolina. (Doc. 15-3 at 23).

8. Each quarter, I meet with David Downing, Cyberlux’s Chief Financial Officer, at Cyberlux’s headquarters in North Carolina to determine Cyberlux’s budget. David Downing reports to me and is subordinate to me. Mr. Downing lives and works in Ohio.

9. All Cyberlux officers and/or employees report ultimately to me and are subordinate to me.

10. Cyberlux maintains its corporate and financial records at its headquarters in North Carolina.

11. Cyberlux did purchase Catalyst Machineworks, LLC with its drone manufacturing plant located in Texas along with its “corporate office.” This “corporate office” was identified as Plaintiffs’ principal place of *employment* in his employment offer letter. (Doc. No. 15-2 at 1). The Plaintiffs then acted without authority to dissolve Catalyst Machineworks, LLC for purely personal reasons. That “corporate office” was and is simply a local office; it is not Cyberlux’s principal place of business and is not the place where Cyberlux high level officers direct, control, and coordinate Cyberlux activities. Larson Jay Isely, as then Executive Vice-President and General Manager of Unmanned Aircraft Solutions, Cyberlux Corporation, signed that employment offer letter. He is subordinate to and reports to me. Any employees performing operations at this Texas plant and at that “corporate office” are subordinate to and ultimately report to me directly or to Cyberlux higher level officers who then report to me.

Factual Declarations in Support of Cyberlux's Opposition to Plaintiffs' Application for Temporary Restraining Order and Request for Preliminary Injunction

12. I have personal knowledge of Plaintiffs' employment and performance with Cyberlux. My personal knowledge of Plaintiffs' employment tenure stems from information I receive and review during the ordinary course of Cyberlux's operations and my role as President and CEO.

13. Cyberlux disputes Plaintiffs' claims, as well as the assertions in Plaintiffs' Amended Application/Motion for Emergency Temporary Restraining Order/Injunction, and Permanent Injunction.

14. Whiteley tendered his resignation on March 17, 2025. At the time of his resignation, Cyberlux management was considering terminating Whiteley for cause due to various performance deficiencies. By way of example, Whiteley failed to maintain appropriate insurance coverage of the Spring, Texas site; failed to keep viable design and engineering records and/or failed to produce such records during customer inspections and audits; failed to appropriately update public records; failed to ensure the maintenance of the Cyberlux mobile rental office building; participated in the termination of a valued employee without coordination with the Cyberlux Human Resource Department; participated in hiring consultants without authority; failed to comply with reasonable requests of management including but not limited to refusing to provide access to bank accounts held by Cyberlux; took unauthorized distributions from Cyberlux's bank account; made false claims for reimbursement regarding personal property; failed to convey Intellectual Property in accordance with the CMW LLC Purchase Agreement, a conveyance that has still not occurred; failed to timely complete product initiatives and aircraft designs including but not limited to an "open source VTOL"; mismanaged and/or

failed to manage the flightline testing teams, including but not limited to violating DJI airport agreements causing the loss of flight privileges which negatively impacted Cyberlux's ability to efficiently complete timely drone shipments. Throughout Whiteley's three-year employment contract, Whiteley's performance deficiencies were repeatedly reviewed and discussed by UAS executive management as disqualifications for employment contract renewal at the conclusion of the initial three-year contract term.

15. Cyberlux ceased to employ Phillip Rick Tucker as an "at-will" employee following the end of Tucker's employment contract, as of end-of-day, Sunday, 03/30/2025. Over the course of his three-year employment contract, Tucker was repeatedly considered for termination for cause. Among Tucker's performance deficiencies are: Tucker failed to maintain appropriate insurance coverage of the Spring, Texas site; failed to keep viable and complete manufacturing and flight-test records; failed to produce manufacturing and flight-test records during customer inspections and audits; failed to achieve customer required production quality levels; repeatedly received but failed to follow executive directions regarding yield improvement process necessities; failed to appropriately update public records; failed to ensure the maintenance of the Cyberlux mobile rental office building; initiated the termination of a valued employee without coordination with the Cyberlux Human Resource Department; participated in hiring consultants without authority; failed to comply with reasonable requests of management including but not limited to refusing to provide access to bank accounts held by Cyberlux; took unauthorized distributions from Cyberlux's bank account; made false claims for reimbursement regarding personal property, specifically regarding a generator purchased by Tucker for personal use; failed to convey Intellectual Property in accordance with the CMW LLC Purchase Agreement, which has still not occurred; failed to complete on-time new-product

initiatives including but not limited to successful transport of agreed upon trade-show demo aircraft; mismanaged and/or failed to manage the flightline testing teams, including but not limited to violating DJI airport agreements causing the loss of flight privileges which negatively impacted Cyberlux's ability to efficiently complete timely drone shipments; exhibited disrespectful and physically threatening behavior towards Cyberlux corporate executives in public settings involving corporate business partners. Throughout Tucker's three-year employment contract, Tucker's performance deficiencies were repeatedly reviewed and discussed by UAS executive management as clear disqualifications for employment contract renewal at the conclusion of the initial three-year contract term.

16. As set forth in both Whiteley's and Tucker's employment agreements, Cyberlux's Annual Bonus program makes both Whiteley and Tucker "eligible to receive bonus payments" in the amount of \$10,000, at various periods. These discretionary bonuses are conditioned on continuing employment. The bonuses paid pursuant to Cyberlux's Annual Bonus program are paid upon a holistic review of the employee's performance and the Company's financial condition. Again, the Annual Bonus program prescribes discretionary bonuses. Based on the work performances described above, Cyberlux decided not to provide any bonus to Plaintiffs.

17. The Net Revenue Incentive Plan contained in Plaintiffs' employment agreements concerns "Net Revenues" of the Catalyst Machineworks, LLC ("CMW") business line. As such, the Net Revenue Incentive Plan is an incentive for Whiteley and Tucker to continue to manage and grow their then-active operations, which targeted the traditional drone racing and cinematography markets, under the Cyberlux umbrella. As set forth in the employment agreements, the "Net Revenues" evaluated for purposes of the Net Revenue Incentive Plan are unrelated to and independent of Cyberlux Corporation's revenue.

18. Thus, Cyberlux Corporation's Subcontract with HII Mission Technologies Corp, and the revenue referenced in Plaintiffs' Application, are wholly irrelevant to Plaintiffs' entitlement to additional shares under the Net Revenue Incentive Plan because revenue flowing from the Subcontract is revenue of Cyberlux Corporation, not the CMW business line.

19. Following Cyberlux's acquisition of CMW, CMW's Net Revenues never reached \$1 million annually.

20. Cyberlux disputes Plaintiffs' claim of entitlement to additional Cyberlux shares pursuant to the Net Revenue Incentive Plan. However, in any event the cash consideration contemplated by Plaintiffs' Original Petition and Plaintiffs' Application for Temporary Restraining Order incorrectly suggests that Plaintiffs are currently entitled to cash in lieu of shares. The March 30, 2022 Purchase Agreement whereby Cyberlux Corporation acquired Catalyst Machineworks, LLC directs, among other things, that it is not until the fourth anniversary of the execution of the Purchase Agreement that Cyberlux is obligated to make a cash payment to Plaintiffs. Even if Plaintiffs were entitled to such a payment now, Section 1.04(a) of the Purchase Agreement gives Cyberlux discretion to make (1) a cash payment; or (2) an additional share issuance, to Plaintiffs.

Factual Declarations Concerning Legitimate Creditors of Cyberlux

21. Contrary to suggestions made by Plaintiffs, Cyberlux Corporation continues to work with legitimate creditors of Cyberlux, including RB Capital Partners, Inc. and Legalist SPV III, LP. To accomplish those efforts, Cyberlux has also coordinated with HII Mission Technologies, Corp. and the account receivable that it owes to Cyberlux and which is the subject of the HII Interpleader Action pending in the United States District Court for the Eastern District of Virginia, Richmond Division, Civil Action No. 3:25-cv-483.

22. Cyberlux disputes the claims brought by Plaintiffs Neill Whiteley and Phillip Rick Tucker.

23. Recent filings by Robert W. Berleth and his law firm illustrate that Robert Berleth and his law firm are working with a select group including, but not limited to, Plaintiffs Neill Whiteley and Phillip Rick Tucker, Atlantic Wave Holdings, LLC, and Secure Community, LLC, and their counsel, to expand the post-judgment receivership in *Atlantic Wave Holdings, LLC and Secure Community, LLC v. Cyberlux Corporation and Mark D. Schmidt*, Cause No. 2024-48085, pending in the 129th Judicial District Court for Harris County, Texas. Plaintiffs' coordinated effort with Robert W. Berleth, Atlantic Wave Holdings, LLC, and Secure Community, LLC, appears to be for the purpose of circumventing the court system to obtain payments on unadjudicated legal disputes.

24. As stated herein and in Cyberlux's filings in this matter, Cyberlux contends that Plaintiffs claims have no merit and that Plaintiffs are not creditors of Cyberlux. As such, Cyberlux contends that Plaintiffs' assertions regarding the post-judgment receivership (in an action to which Plaintiffs are not parties) and the HII Interpleader Action have no merit and should be disregarded.

25. On July 22, 2025, HII filed a Response to "Joint" Motion to Deposit Funds Into Registry of Court in the HII Interpleader Action that Cyberlux contends directly refutes Plaintiffs assertions regarding the receivership.¹

¹ HII's July 22, 2025 Response in the HII Interpleader Action is attached to this declaration.

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

Executed in, Durham, State of North Carolina, on the 24th day of July, 2025.

A handwritten signature in blue ink, appearing to read "Mark D. Schmidt", is written over a horizontal line.

Mark D. Schmidt, Declarant

EXHIBIT DD

https://greensboro.com/news/local/government-politics/article_a5103617-c645-45af-b6b2-0cdd1ae0cae6.html

Greensboro city attorney retires amid criticisms over outside legal work



Greensboro City Attorney Chuck Watts retired from the city on Wednesday after six years in the role. Watts is seen here during during a council retreat in Feb. 2023.

WOODY

MARSHALL, NEWS & RECORD

Kevin Griffin

The news that Greensboro City Attorney Chuck Watts would be leaving his position after six years came suddenly on Wednesday afternoon.

Neither Watts nor city officials had publicly announced beforehand that Watts was planning to leave the city.

The news came as Watts faced scrutiny from local government critics over his outside legal work.

Specifically, the questions concern Watt's work for Cyberlux, a company based in Research Triangle Park that supplies unmanned aircraft and communications technology to the military and law enforcement.

Clarification

This story was updated on the morning of Tuesday, July 8.

Critics say the former city attorney's work for the company violated his contract with the city and created at least a potential conflict of interest.

People are also reading...

- 1 Well-Spring cancels concert by EMF faculty after call from administrators. Concert now will be held at Greensboro church**
- 2 Greensboro police investigating Monday night shooting at hotel. Victim expected to survive**

- 3 19-year-old killed in shooting on West Market Street, two face charges**
- 4 Attorneys for Greensboro man held by ICE file lawsuit**

Watts said the city council knew he was doing outside work and that he was permitted to do an insubstantial amount of outside work. However, he said council members were not specifically aware of his work for Cyberlux until some residents raised the issue in recent weeks.

Watts and Cyberlux

On June 16, community activist Jason Hicks emailed Mayor Nancy Vaughan and City Manager Trey Davis documents regarding the relationship between Watts and Cyberlux.

The documents included a written declaration from Jan. 2025 in which Watts refers to himself as a special counsel from Cyberlux as well as two letters from Watts' law firm from 2021 and 2022 to the OTC Markets Group showing Watts reviewed the company's financial reports.

A search of federal court records showed Watts filed at least two additional declarations referring to himself as a special counsel for the company in June 2024 and July 2024.

Online court dockets also list Watts as having participated in settlement conferences on behalf of the company in April.

Hicks said that Watts' work for the company violated his contract with the city.

The email from Hicks included two versions of Watts' contract. The first, Watts' initial contract from 2019, stipulated that Watts was to "remain in the exclusive employment of (the city) and shall devote all of his professional energy to performing the duties required under this agreement."

An amended version of the contract from 2020 included a change to the wording of the provision, specifying that Watts "shall devote substantially all of his professional energy to performing the duties required under this agreement" while maintaining the requirement for exclusive employment.

Hicks argued the outside work violated the contract and breached ethical boundaries.

"These incidents are not isolated mistakes," Hicks wrote. "In my opinion, they form a troubling pattern of compromised ethics, conflicted judgment and questionable loyalty to the public interest."

Attorney: I don't want to be a distraction during election season

Watts said Thursday that his working relationship with Cyberlux was proper and he was not leaving due to any problems related to that work.

“My departure is more connected with the beginning of the election season and not wanting to be a distraction,” Watts said. “So, the work that I did for an outside client was authorized by council, so that’s not the issue.”

He pointed to the change in the wording in his 2020 contract which he said allowed for his outside work with the company.

Another critic of Watts, Billy Jones, questioned in an email whether Watts’ relationship with the company was good for the city.

“Does Cyberlux supply Greensboro or might Chuck’s relationship with Cyberlux prevent Greensboro and GPD from buying from Cyberlux?” Jones asked in an email.

Watts denied any conflict of interest and said he confirmed with the company that Cyberlux has not done business with Greensboro. The News & Record has submitted a records request for any contracts with Cyberlux in order to verify.

Mayor Nancy Vaughan did not respond to a phone message and text Thursday morning asking for comment on Watts’ work with Cyberlux.

The mayor shared the text with City Manager Trey Davis but neither had responded as of 3 p.m. Thursday.

Watts receives praise from mayor as he departs

In a statement released by the city Wednesday along with the news of Watts' retirement, Vaughan praised Watts and thanked him for his contributions to the city.

“During his tenure, Mr. Watts was instrumental in leading the city through a number of significant challenges, such as the COVID-19 pandemic and times of civil unrest,” Vaughan said via the statement. “Chuck also restructured the legal office to modernize operations. We acknowledge his years of service and wish him well in his retirement.”

Watts said Thursday that he was proud of the work he did with the city.

“I think that the job I intended to do when I got to Greensboro, I think I've accomplished and I think I've served the city well and rebuilt and modernized the city attorney's office,” Watts said.

The city council is expected to name an interim city attorney in the coming days.

kevin.griffin@greensboro.com

EXHIBIT EE

Check/ACH Number	Distribution Amount	Chk Date	Vendor Number	Vendor Name	AddressLine1
451517	\$ 9,529.00	2021-11-15	19710	Thompson Coburn LLP	PO Box 18379M
454512	\$ 2,889.00	2022-02-14	19710	Thompson Coburn LLP	PO Box 18379M
457415	\$ 8,749.00	2022-05-03	19710	Thompson Coburn LLP	PO Box 18379M
459746	\$ 12,687.50	2022-06-29	19710	Thompson Coburn LLP	PO Box 18379M
459747	\$ 9,192.50	2022-06-29	19710	Thompson Coburn LLP	PO Box 18379M
462508	\$ 2,467.50	2022-09-08	19710	Thompson Coburn LLP	PO Box 18379M
463748	\$ 1,498.00	2022-10-06	19710	Thompson Coburn LLP	PO Box 18379M
470309	\$ 5,350.00	2023-03-23	19710	Thompson Coburn LLP	PO Box 18379M
477653	\$ 1,498.00	2023-09-20	19710	Thompson Coburn LLP	PO Box 18379M
480119	\$ 1,123.50	2023-11-16	19710	Thompson Coburn LLP	PO Box 18379M
482722	\$ 2,394.00	2024-02-06	19710	Thompson Coburn LLP	PO Box 18379M
483865	\$ 5,278.00	2024-03-06	19710	Thompson Coburn LLP	PO Box 18379M
484913	\$ 2,872.50	2024-04-03	19710	Thompson Coburn LLP	PO Box 18379M
484914	\$ 1,218.00	2024-04-03	19710	Thompson Coburn LLP	PO Box 18379M
485801	\$ 1,526.00	2024-04-24	19710	Thompson Coburn LLP	PO Box 18379M
486878	\$ 1,764.00	2024-05-20	19710	Thompson Coburn LLP	PO Box 18379M
486879	\$ 567.00	2024-05-20	19710	Thompson Coburn LLP	PO Box 18379M
488403	\$ 1,008.00	2024-07-01	19710	Thompson Coburn LLP	PO Box 18379M
489450	\$ 16,695.00	2024-07-30	19710	Thompson Coburn LLP	PO Box 18379M
489451	\$ 26,228.00	2024-07-30	19710	Thompson Coburn LLP	PO Box 18379M
490099	\$ 4,662.00	2024-08-20	19710	Thompson Coburn LLP	PO Box 18379M
491361	\$ 1,323.00	2024-09-24	19710	Thompson Coburn LLP	PO Box 18379M
491600	\$ 5,012.00	2024-10-02	19710	Thompson Coburn LLP	PO Box 18379M
492624	\$ 945.00	2024-11-01	19710	Thompson Coburn LLP	PO Box 18379M
492625	\$ 2,268.00	2024-11-01	19710	Thompson Coburn LLP	PO Box 18379M
Total	\$ 128,744.50				

EXHIBIT FF

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

984-363-6894
www.cyberlux.com
info@cyberlux.com

Quarterly Report
For the period ending June 30, 2025 (the "Reporting Period")

Outstanding Shares

The number of shares outstanding of our Common Stock was:

6,078,420,150 as of June 30, 2025 *(Current Reporting Period Date or More Recent Date)*

5,993,363,945 as of December 31, 2024 *(Most Recently Completed Fiscal Year End)*

Shell Status

Indicate by check mark whether the company is a shell company (as defined in Rule 405 of the Securities Act of 1933, Rule 12b-2 of the Exchange Act of 1934 and Rule 15c2-11 of the Exchange Act of 1934):

Yes: No:

Indicate by check mark whether the company's shell status has changed since the previous reporting period:

Yes: No:

Change in Control

Indicate by check mark whether a Change in Control⁵ of the company has occurred during this reporting period:

Yes: No:

1) Name and address(es) of the issuer and its predecessors (if any)

In answering this item, provide the current name of the issuer any names used by predecessor entities, along with the dates of the name changes.

The name of the issuer is Cyberlux Corporation (“Cyberlux,” “Company,” “we” or “us”).
The Company has no predecessor.

Current State and Date of Incorporation or Registration: State of Nevada, May 17, 2000.

Standing in this jurisdiction: (e.g. active, default, inactive): Active.

Prior Incorporation Information for the issuer and any predecessors during the past five years:

None.

Describe any trading suspension or halt orders issued by the SEC or FINRA concerning the issuer or its predecessors since inception:

None.

List any company name change, stock split, dividend, recapitalization, merger, acquisition, spin-off, or reorganization either currently anticipated or that occurred within the past 12 months:

None.

Address of the issuer’s principal executive office:

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

Address of the issuer’s principal place of business:

Check if principal executive office and principal place of business are the same address:

Has the issuer or any of its predecessors been in bankruptcy, receivership, or any similar proceeding in the past five years?

No: Yes: If Yes, provide additional details below:

On May 22, 2025 the 129th District Court of Harris County, Texas ordered the appointment of a limited receiver to collect a Virginia debt. On or about June 11, 2025, \$3.1 million was transferred to the receiver. This amount exceeds the total owed under the June 21, 2023 Consent Judgment in Virginia. On June 30, 2025, the Court of Appeals for the First District of Texas at Houston granted a stay on the receiver’s authority for the pendency of a Motion for Expedited

Appeal and Request for Emergency Temporary Stay. See Item 7 -- Legal/Disciplinary History -- and Note K to the Financial Statements, below.

2) Security Information

Transfer Agent

Name: Standard Registrar and Transfer Company, Inc.
 Phone: 801-571-8844
 Email: amy@standardregistrar.com
 Address: 440 E 400 S Suite 200, Salt Lake City, UT 84111

Publicly Quoted or Traded Securities:

The goal of this section is to provide a clear understanding of the share information for its publicly quoted or traded equity securities. Use the fields below to provide the information, as applicable, for all outstanding classes of securities that are publicly traded/quoted.

Trading symbol:	CYBL		
Exact title and class of securities outstanding:	Common		
CUSIP:	23247M205		
Par or stated value:	\$0.001		
Total shares authorized:	7,000,000,000	as of date:	June 30, 2025
Total shares outstanding:	6,078,420,150	as of date:	June 30, 2025
Total number of shareholders of record:	378	as of date:	June 30, 2025

Please provide the above-referenced information for all other publicly quoted or traded securities of the issuer.

None.

Other classes of authorized or outstanding equity securities that do not have a trading symbol:

The goal of this section is to provide a clear understanding of the share information for its other classes of authorized or outstanding equity securities (e.g., preferred shares that do not have a trading symbol). Use the fields below to provide the information, as applicable, for all other authorized or outstanding equity securities.

Exact title and class of the security:	Series B Convertible Preferred Stock		
Par or stated value:	\$0.001		
Total shares authorized:	99,000,000	as of date:	June 30, 2025
Total shares outstanding:	86,000,000	as of date:	June 30, 2025
Total number of shareholders of record:	5	as of date:	June 30, 2025

Exact title and class of the security:	Series C Convertible Preferred Stock		
Par or stated value:		\$0.001	
Total shares authorized:	150,000	as of date:	June 30, 2025
Total shares outstanding:	150,000	as of date:	June 30, 2025
Total number of shareholders of record:	2	as of date:	June 30, 2025

Please provide the above-referenced information for all other classes of authorized or outstanding equity securities.

Security Description:

The goal of this section is to provide a clear understanding of the material rights and privileges of the securities issued by the company. Please provide the below information for each class of the company's equity securities, as applicable:

1. For common equity, describe any dividend, voting and preemption rights.

No special rights attach to the Common Stock.

2. For preferred stock, describe the dividend, voting, conversion, and liquidation rights as well as redemption or sinking fund provisions.

Series A Convertible Preferred Stock: Effective November 27, 2024, the Company filed a Certificate of Withdrawal of the Certificate of Designation. Consequently, the Company no longer has a Series A Preferred Stock.

Series B Convertible Preferred Stock (Series B).

Dividends. None declared by the Board of Directors. If the Board declared a dividend, it would be paid in Common Stock on a semi-annual basis.

Voting rights. The Certificate of Designation for the Series B originally provided for voting rights of 10 votes per Series B Preferred share. In 2010, the Board of Directors of the Company voted to amend the Certificate of Designations to provide for 200 votes per Series B share.

Conversion. The Certificate of Designation for the Series B originally provided that each Series B share was convertible into 10 shares of Common Stock, subject to certain anti-dilution adjustments. In 2010, the Board of Directors of the Company voted to amend the Certificate of Designation to provide for conversion of each share of Series B into 200 shares of the Company's Common Stock.

Liquidation. The Certificate of Designation for the Series B provides that upon any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, and after payment of any senior liquidation preferences of any series of Preferred Stock and before any distribution or payment is made with respect to any Common Stock, holders of each Series B share shall be entitled to be paid an amount equal in the greater of (a) the face value denominated thereon subject to adjustment for stock splits, stock dividends, reorganizations, reclassification or other similar events plus, in the case of each share, an amount equal to all dividends accrued (at a

rate of 12% per annum) or declared but unpaid thereon, computed to the date payment thereof is made available, or (b) such amount per Series B Preferred share immediately prior to such liquidation, dissolution or winding up, or (c) the liquidation preference of \$1.00 per share, and the holders of the Series B shall not be entitled to any further payment.

Series C Convertible Preferred Stock (Series C).

Dividends. None declared by the Board of Directors. If determined by the Board, holders of record of the Series C shall be entitled to receive cumulative dividends at the rate of five percent per annum (5%), compounded quarterly, on the face value (\$25.00 per share) and would be paid in cash.

Voting rights. The Series C shares are non-voting.

Conversion The Series C shares are convertible, at the option of the holder, into shares of Common Stock one year from issuance. The number of Common Stock shares to be issued per Series C share is calculated by dividing \$25.20 by the 10 DMA (daily moving average), adjusted for the 200:1 reverse split effected in 2010. That formula computes as: $(\$25.20/10DMA)/200$.

Liquidation. Liquidation rights for the Series C are the same as for the Series B.

3. Describe any other material rights of common or preferred stockholders.

None.

4. Describe any material modifications to rights of holders of the company's securities that have occurred over the reporting period covered by this report.

None.

3) Issuance History

The goal of this section is to provide disclosure with respect to each event that resulted in any changes to the total shares outstanding of any class of the issuer's securities in the past two completed fiscal years and any subsequent interim period.

Disclosure under this item shall include, in chronological order, all offerings and issuances of securities, including debt convertible into equity securities, whether private or public, and all shares, or any other securities or options to acquire such securities, issued for services. Using the tabular format below, please describe these events.

A) Changes to the Number of Outstanding Shares for the two most recently completed fiscal years and any subsequent period.

Indicate by check mark whether there were any changes to the number of outstanding shares within the past two completed fiscal years:

No: Yes: (If yes, you must complete the table below)

Shares Outstanding <u>Opening Balance:</u>					*Right-click the rows below and select "Insert" to add rows as needed.				
Date 12/31/2022 Common: 5,787,666,363 Preferred: A: 26.9806* B: 70,500,000 C: 150,000									
Date of Transaction	Transaction type (e.g., new issuance, cancellation shares returned to treasury)	Number of Shares Issued (or cancelled)	Class of Securities	Value of shares issued (\$/per share) at Issuance	Were the shares issued at a discount to market price at the time of issuance? (Yes/No)	Individual/ Entity Shares were issued to. ***You must disclose the control person(s) for any entities listed.	Reason for share issuance (e.g., for cash or debt conversion) - OR- Nature of Services Provided	Restricted or Unrestricted as of this filing.	Exemption or Registration Type.
4/10/2025	Return to Treasury	-41,700,000	Common	0.012	Yes	Roman Investments PR, LLC / Roman Vinfield	Settlement Agreement	N/A	N/A
4/10/2025	Return to Treasury	-62,500,000	Common	0.012	Yes	Roman Investments PR, LLC / Roman Vinfield	Settlement Agreement	N/A	N/A
4/1/2025	New	10,000,000	Common	0.05	Yes	Phillip Tucker	Catalyst Machineworks Acquisition Agreement	Restricted	4(a)(2)
4/1/2025	New	10,000,000	Common	0.05	Yes	Neill Whiteley	Catalyst Machineworks Acquisition Agreement	Restricted	4(a)(2)
3/7/2025	New	21,153,846	Common	\$0.0013	No	Jeryl S Rawls Revocable Trust	Conversion of debt and accrued interest	Restricted	4(a)(2)
3/7/2025	New	48,076,923	Common	\$0.0013	No	Giorgios Bakatasias	Conversion of debt and accrued interest	Restricted	4(a)(2)
3/7/2025	New	62,500,000	Common	\$0.0010	No	Fly-Rite LLC	Conversion of debt and accrued interest	Unrestricted	4(a)(2)
1/17/2025	New	10,781,250	Common	\$0.0016	No	John W Dixon	Conversion of debt and accrued interest	Unrestricted	4(a)(2)

1/17/2025	New	26,744,186	Common	\$0.0043	No	Andras Forgacs	Conversion of debt and accrued interest	Unrestricted	4(a)(2)
12/09/2024	New	47,619,048	Common	\$0.0021	No	Christopher Whitehead	Conversion of debt and accrued interest	Unrestricted	4(a)(2)
05/08/2024	New	645	Common	\$0.001	Yes	John G. Hule	Conversion of Series A Preferred	Restricted	4(a)(2)
05/08/2024	New	750	Common	\$0.001	Yes	Ward I. Snyder	Conversion of Series A Preferred	Restricted	4(a)(2)
05/08/2024	New	350	Common	\$0.001	Yes	Charles O'Brien	Conversion of Series A Preferred	Restricted	4(a)(2)
05/08/2024	New	1,250	Common	\$0.001	Yes	Neal M. Goldstein	Conversion of Series A Preferred	Restricted	4(a)(2)
05/08/2024	New	250	Common	\$0.001	Yes	David W. Eckert	Conversion of Series A Preferred	Restricted	4(a)(2)
05/08/2024	New	1,000	Common	\$0.001	Yes	Christina Crossman	Conversion of Series A Preferred	Restricted	4(a)(2)
05/08/2024	New	2,500	Common	\$0.001	Yes	Lon E. Bell	Conversion of Series A Preferred	Restricted	4(a)(2)
05/06/2024	New	2,500,000	Common	\$0.001	Yes	Matthew Weaver	Employment Agreement	Restricted	701
05/06/2024	New	10,000,000	Common	\$0.001	Yes	Martin Moore	Employment Agreement	Restricted	701
05/06/2024	New	2,500,000	Common	\$0.001	Yes	Robert Ossman	Consulting Agreement	Restricted	701
05/06/2024	New	12,500,000	Common	\$0.001	Yes	Obie Castellano	Consulting Agreement	Restricted	701
05/06/2024	New	15,000,000	Common	\$0.001	Yes	Elgin Davidson	Employment Agreement	Restricted	701
05/06/2024	New	5,000,000	Common	\$0.001	Yes	Chris Barter	Employment Agreement	Restricted	701

05/06/2024	New	6,666,667	Common	\$0.00375	Yes	Wesley King	Stock Purchase Agreement	Restricted	4(a)(2)
05/06/2024	New	362,319	Common	\$0.0138	Yes	Wesley King	Stock Purchase Agreement	Restricted	4(a)(2)
05/06/2024	New	9,090,909	Common	\$0.0011	Yes	Vaughan Graves	Stock Purchase Agreement	Restricted	4(a)(2)
05/06/2024	New	1,000,000	Common	\$0.00250	Yes	Ken Lewis	Stock Purchase Agreement	Restricted	4(a)(2)
05/06/2024	New	3,703,704	Common	\$0.00135	Yes	Jack Moore	Stock Purchase Agreement	Restricted	4(a)(2)
05/06/2024	New	4,545,454	Common	\$0.0011	Yes	Sidney H. Evans, Jr.	Stock Purchase Agreement	Unrestricted	4(a)(2)
05/06/2024	New	7,000,000	Common	\$0.001	Yes	Ronald Corlew	Loan and Stock Purchase Agreement	Unrestricted	4(a)(2)
05/06/2024	New	2,272,727	Common	\$0.0011	Yes	Lola Green Keyes	Stock Purchase Agreement	Restricted	4(a)(2)
05/06/2024	New	10,000,000	Common	\$0.001	Yes	John Mullins	Stock Purchase Agreement	Unrestricted	4(a)(2)
05/06/2024	New	13,846,154	Common	\$0.001	Yes	Charles Coote, Jr.	Loan Agreement	Restricted	4(a)(2)
05/06/2024	New	4,550,000	Common	\$0.0011	Yes	Bernard C. Randolph, Jr.	Stock Purchase Agreement	Unrestricted	4(a)(2)
05/06/2024	New	1,666,667	Common	\$0.003	Yes	Ronald Childs	Stock Purchase Agreement	Restricted	4(a)(2)
05/06/2024	New	333,334	Common	\$0.003	Yes	Alvin Campbell	Stock Purchase Agreement	Restricted	4(a)(2)
05/06/2024	New	2,000,000	Common	\$0.005	Yes	Wayne Martin	Stock Purchase Agreement	Restricted	4(a)(2)
05/06/2024	New	1,000,000	Common	\$0.005	Yes	Robert E. Dawson, Jr.	Stock Purchase Agreement	Restricted	4(a)(2)
05/06/2024	New	1,666,667	Common	\$0.005	Yes	Lasheena Culberson	Stock Purchase Agreement	Restricted	4(a)(2)
05/06/2024	New	2,000,000	Common	\$0.005	Yes	Johnny May	Stock Purchase Agreement	Unrestricted	4(a)(2)
05/06/2024	New	1,000,000	Common	\$0.005	Yes	Albert Granger	Stock Purchase Agreement	Restricted	4(a)(2)

04/02/2024	Return to Treasury	-4,300,000	Series B	\$0.001	Yes	David D. Downing	Repurchase by Company	Restricted	4(a)(2)
03/26/2024	New	10,000,000	Common	\$0.001	Yes	JMH Consulting Group, Inc./ Ferdinand Irizarry	Consulting Agreement	Unrestricted	4(a)(2)
02/28/2024	New	3,000,000	Series B	\$0.001	Yes	Bill Maadarani	Management Incentive	Restricted	4(a)(2)
02/15/2024	New	5,000,000	Common	\$0.001	Yes	Ed Gordon	Employment	Restricted	701
02/15/2024	New	10,000,000	Common	\$0.001	Yes	Roger Gillespie	Employment	Restricted	701
02/15/2024	New	5,000,000	Common	\$0.001	Yes	Tina Flores	Employment	Restricted	701
02/15/2024	New	10,000,000	Common	\$0.001	Yes	Lisa Courtemanche	Employment	Restricted	701
02/15/2024	New	10,000,000	Common	\$0.001	Yes	Benny Bajoyo	Employment	Restricted	701
02/15/2024	New	5,000,000	Common	\$0.001	Yes	Edward Rouzbehani	Employment	Restricted	701
02/15/2024	New	5,000,000	Common	\$0.001	Yes	Milo Pence	Employment	Restricted	701
02/15/2024	New	5,000,000	Common	\$0.001	Yes	Joseph Parent	Employment	Restricted	701
02/15/2024	New	5,000,000	Common	\$0.001	Yes	Stacy Mason	Employment	Unrestricted	701
02/15/2024	New	5,000,000	Common	\$0.001	Yes	Kevin Laughton	Employment	Restricted	701
02/15/2024	New	5,000,000	Common	\$0.001	Yes	Patrick Irwin	Employment	Restricted	701
02/15/2024	New	10,000,000	Common	\$0.001	Yes	Bruno Haineault	Employment	Restricted	701
02/14/2024	New	6,618,740	Common	\$0.25	Yes	RB Capital Partners Inc./ Brett Rosen, Deborah Rosen	Conversion of loan obligation	Restricted	4(a)(2)
10/13/2023	New	10,000,000	Common	0.001	Yes	Kasey Cooper	Advisory Board Agreement Terms	Restricted	4(a)(2)
07/10/2023	New	5,000,000	Common	0.05	Yes	Phillip Tucker	Catalyst Machineworks	Restricted	4(a)(2)

							Acquisition Agreement		
07/10/2023	New	5,000,000	Common	0.05	Yes	Neill Whiteley	Catalyst Machineworks Acquisition Agreement	Restricted	4(a)(2)
07/07/2023	New	10,000,000	Common	0.001	Yes	Matt Jones	Advisory Board Agreement Terms	Restricted	4(a)(2)
06/21/2023	New	9,000,000	Series B	0.001	Yes	Mark D. Schmidt, President and CEO	Management Incentive and Voting Control / Hostile Takeover Protection	Restricted	4(a)(2)
06/21/2023	New	5,000,000	Series B	0.001	Yes	Larson J. Isely, EVP, CTO, and GM-UAS	Management Incentive and Voting Control / Hostile Takeover Protection	Restricted	4(a)(2)
05/22/2023	New	25,000,000	Common	0.001	Yes	Kreatx SHPK/ Enor Nakuçi Lejdi Koçi	Business Separation Agreement Terms	Restricted	4(a)(2)
05/18/2023	Return to Treasury	-20,000,000	Series B	0.001	Yes	Richard P. Brown	Affidavit of Lost Certificates / Returned to Treasury in 2010 but Transfer Agent never received.	Restricted	4(a)(2)
05/18/2023	New	10,000,000	Common	0.001	Yes	Igor Stanisavljev	Termination Agreement Terms	Restricted	4(a)(2)
05/18/2023	New	10,000,000	Common	0.001	Yes	Chris Damvakaris	Termination Agreement Terms	Restricted	4(a)(2)
05/11/2023	New	15,000,000	Common	0.001	Yes	Back Forty Strategies, LLC/ LTG Paul Ostrowski	Advisory Board Agreement Terms	Unrestricted	4(a)(2)
04/19/2023	New	10,000,000	Common	0.001	Yes	Julio Cordoba	Settlement Agreement	Restricted	4(a)(2)
04/05/2023	New	248,447	Common	0.001	Yes	Angela Gooding	Stock Purchase Agreement	Restricted	4(a)(2)

03/23/2023	New	12,000,000	Common	0.001	Yes	Jeremy Shrock	Teaming Agreement Terms	Restricted	4(a)(2)
03/23/2023	New	12,000,000	Common	0.001	Yes	Spencer Peterson	Teaming Agreement Terms	Restricted	4(a)(2)
03/23/2023	New	2,000,000	Common	0.001	Yes	Lukas Zuvac	Teaming Agreement Terms	Restricted	4(a)(2)
03/23/2023	New	5,000,000	Common	0.001	Yes	Troy Williams	Teaming Agreement Terms	Restricted	4(a)(2)
03/16/2023	New	5,000,000	Common	0.001	Yes	Rezart Spahia	Acquisition Representation Agreement Terms	Restricted	4(a)(2)
01/20/2023	New	5,000,000	Common	0.001	Yes	Bernard Bell	Stock Purchase Agreement	Restricted	4(a)(2)
01/20/2023	New	30,000,000	Series B	0.001	Yes	Montague Capital Partners LLC/ Denis Kalenja	Stock Purchase Agreement	Restricted	4(a)(2)
01/19/2023	Return to Treasury	-7,200,000	Series B	0.001	Yes	Returned Executive Mgmt Stock / David Downing	Outstanding Series B Share Reduction	N/A	N/A
Shares Outstanding on Date of This Report:									
<u>Ending Balance:</u>									
Date <u>06/30/25</u>	Common: 6,078,420,150								
Preferred: A: 0 B: 86,000,000 C: 150,000									

Example: A company with a fiscal year end of December 31st 2024, in addressing this item for its Annual Report, would include any events that resulted in changes to any class of its outstanding shares from the period beginning on January 1, 2023 through December 31, 2024 pursuant to the tabular format above.

Any additional material details, including footnotes to the table are below:

Subsequent Events. Pursuant to a settlement agreement among the Company, Roman Investments PR, LLC, Rosewood Theater LLC, and related parties, the Company agreed to issue an incremental 135,800,000 shares of Common Stock. Such newly issued shares are restricted. Such shares were not timely issued, and the liquidated damages provision of such settlement agreement means that the obligation to issue such Common Stock is increasing. 104,200,000 shares of Common Stock were

returned to treasury on April 10, 2025. 251,579,851 were issued on July 30, 2025, at which point the Company was obligated to issue a further 15,140,150 shares of Common Stock.

B) Convertible Debt

The following is a complete list of the Company’s Convertible Debt which includes all promissory notes, convertible notes, convertible debentures, or any other debt instruments convertible into a class of the issuer’s equity securities. The table includes all issued or outstanding convertible debt at any time during the last complete fiscal year and any interim period between the last fiscal year end and the date of this Certification.

Check this box to confirm the Company had no Convertible Debt issued or outstanding at any point during this period.

Date of Note Issuance	Principal Amount at Issuance (\$)	Outstanding Balance (\$) (include accrued interest)*	Maturity Date	Conversion Terms (e.g., pricing mechanism for determining conversion of instrument to shares)	# Shares Converted to Date ⁶	# of Potential Shares to be Issued Upon Conversion ⁴	Name of Noteholder You must disclose the control person(s) for any entities listed	Reason for Issuance (e.g., Loan, Services, etc.)
10/22/2021	1,500,000	1,773,545	11/08/2023	\$0.25 Conversion per share**	0	7,094,180	RB Capital Partners Brett Rosen Deborah Rosen	Loan
11/08/2021	1,500,000	1,770,668	11/22/2023	\$0.25 Conversion per share**	0	7,082,672	RB Capital Partners Brett Rosen Deborah Rosen	Loan
11/22/2021	1,500,000	0	11/22/2023	\$0.25 Conversion per share	6,618,740	0	RB Capital Partners Brett Rosen Deborah Rosen	Loan
05/23/2022	500,000	577,757	05/23/2024	\$0.25 Conversion per share**	0	2,311,028	RB Capital Partners Brett Rosen Deborah Rosen	Loan
07/12/2022	250,000	287,166	07/12/2024	\$0.10 Conversion per share**	0	2,871,660	RB Capital Partners	Loan

⁶ The total number of shares that can be issued upon full conversion of the Outstanding Balance. The number should not factor any “blockers” or limitations on the percentage of outstanding shares that can be owned by the Noteholder at a particular time. For purposes of this calculation, please use the current market pricing (e.g. most recent closing price, bid, etc.) of the security if conversion is based on a variable market rate.

							Brett Rosen Deborah Rosen	
09/29/2022	100,000	111,880	09/29/2025	\$0.0049 Conversion per share or 85% of 10 Day Moving Average	0	22,832,653	Bilal Maadarani	Loan
09/29/2022	100,000	111,810	09/29/2025	\$0.0032 Conversion per share or 85% of 10 Day Moving Average	0	34,940,625	Eris Cali	Loan
09/29/2022	100,000	110,810	09/29/2025	\$0.0036 Conversion per share or 85% of 10 Day Moving Average	0	30,780,556	Eris Cali	Loan
09/29/2022	100,000	0	09/29/2025	\$0.0036 Conversion per share or 85% of 10 Day Moving Average	0	0	Bilal Maadarani	Loan
01/22/2023	100,000	112,058	01/22/2027	\$0.0052 Conversion Price per share	0	21,549,615	Bassam Pharaon	Loan
04/06/2023	100,000	111,116	04/06/2026	\$0.0035 Conversion per share	0	31,747,429	Matt Jones	Loan
05/09/2023	100,000	0	05/09/2024	\$0.0043 Conversion per share	26,744,186	0	Andras Forgacs	Loan
05/22/2023	100,000	110,664	05/22/2026	\$0.0026 Conversion per share or 85% of 10 Day Moving Average	0	42,563,077	Robert Miller	Loan
6/12/2023	100,000	0	6/12/2026	85% of 10 Day Moving Average	47,619,048	0	Christopher Whitehead	Loan
06/14/2023	25,000	0	06/14/2024	\$0.0013 Conversion per share	21,153,846	0	Jeryl S. Rawls Revocable Trust	Loan
06/15/2023	15,000	0	06/15/2024	\$0.0016 Conversion per share	10,781,250	0	John W. Dixon FLP	Loan
07/23/2023	50,000	0	07/23/2024	\$0.0013 Conversion per share	48,076,923	0	Giorgios Bakatsias	Loan
07/23/2023	125,000	0	07/23/2024	\$0.0013 Conversion per share	31,250,000	0	Fly Rite LLC Barbara Settle	Loan

07/23/2023	125,000	0	07/23/2024	\$0.0013 Conversion per share	31,250,000	0	Hayek Ventures, LLC** William G. Settle	Loan
08/26/2023	2,500	2,959	08/26/2024	\$0.0016 Conversion per share	0	1,849,375	Charles Yessaian	Loan
08/26/2023	2,500	2,959	08/26/2024	\$0.0016 Conversion per share	0	1,849,375	Ferdinand Irizarry	Loan
09/13/2023	2,000,000	2,107,753	09/13/2026	90% of 15 Day VWAP	0	272,082,122	Datron Holdings, Inc. Arthur Barter	Acquisition note
09/13/2023	2,000,000	2,179,589	09/13/2026	85% of 15 Day VWAP	0	297,905,473	Datron Holdings, Inc. Arthur Barter	Acquisition note
06/13/2024	100,000	104,950	06/13/2026	\$0.0019 Conversion per share	0	55,236,842	John W. Dixon FLP	Loan

Total Outstanding Balance: \$9,475,684

Total Shares: 832,696,682

Any additional material details, including footnotes to the table are below:

* Interest accrued from date of funding, which, in some cases, post-date note issuance dates.

** The outstanding convertible notes issued to RB Capital Partners, Inc. are the subject of current litigation and the parties are in ongoing settlement negotiations.

4) Issuer's Business, Products and Services

The purpose of this section is to provide a clear description of the issuer's current operations. Ensure that these descriptions are updated on the Company's Profile on www.OTCMarkets.com.

A. Summarize the issuer's business operations (If the issuer does not have current operations, state "no operations")

Founded in 2000, Cyberlux Corporation is a Defense Industry technology solutions company comprised of three primary business units: Unmanned Aircraft Solutions (UAS), Datron Military Communications (DMC), and Global Integration Services (GIS). The Company generates revenues from the sale of products and services through its business units.

During 2025, the Company is pursuing additional global opportunities related to each of its business units, including new opportunities in Ukraine with NATO-member security assistance funding. As of June 30, 2025, Cyberlux's order backlog is approximately \$19 million with a robust order pipeline, across the three business units.

Strategic Relationship Announcements

On June 18, 2025, we announced that Cyberlux entered into a strategic relationship with Palantir Technologies to deploy Palantir's Warp Speed Operating System (Warp Speed OS) across our manufacturing operations. This enterprise-wide integration represents a major technological advancement for Cyberlux, positioning us at the forefront of real-time, AI-enabled manufacturing and operational agility. The implementation of the Palantir Warp Speed Operating System (Warp Speed OS), a cutting-edge AI platform for manufacturing resource planning and supply chain orchestration, will enable Cyberlux to gain real-time visibility across our end-to-end production lifecycle. The system empowers us to dynamically manage raw materials, component sourcing, production schedules, and downstream logistics, enhancing our ability to meet the accelerating global demand for mission-critical technologies.

On June 27, 2025, we announced that Cyberlux entered into a Memorandum of Understanding (MoU) with George Mason University, one of the nation's premier public research institutions. This strategic collaboration is focused on advancing innovation across key technology areas including 5G systems, unmanned aerial systems (UAS), cybersecurity, and next-generation tactical communications. The MoU outlines roles for both organizations in leveraging shared expertise: Cyberlux will provide real-world development priorities and product integration requirements, while GMU will contribute academic research and technical resources aligned with the agreed areas of focus.

Unmanned Aircraft Solutions Business Unit

Cyberlux Unmanned Aircraft Solutions (UAS) is an innovative leader in advanced Group 1, Group 2, and Group 3 'vertical takeoff and landing' (VTOL) drones and fixed wing technology development, manufacturing, and sales. This business unit designs, manufactures, and distributes its products and airframe systems to leading 'first person viewing' (FPV) and military UAS pilots on a global basis, with sales to both U.S. government agencies and allied nations through U.S. foreign military sales (FMS). Cyberlux UAS offers its customers best-in-class products and comprehensive services to satisfy the requirements of the global UAS military sector. The Cyberlux UAS team is widely recognized as the authority in the industry, offering high-performance products with high-quality components and superior capability, in support of warfighters worldwide.

Unmanned Aircraft Solutions Significant Business Developments

The Cyberlux UAS team of aircraft engineers, fabricators, and test pilots has advanced the business unit from its position as a worldwide leader in the FPV aircraft industry to worldwide leader in the military sector, delivering UAS solutions under multiple Department of Defense and U.S. foreign military sales contracts. Cyberlux's investment in innovative and novel Defense Industry UAS products has created market-changing solutions favored by end-users. Driven by an initial \$79 million UAS contract award by US NAVY for the Ukrainian warfighter, the UAS business unit expanded rapidly in 2023 and 2024 and now has dedicated business unit management, engineering leadership, and a dedicated, world-class software development team to propel Cyberlux to the cutting edge of unmanned aircraft technology. In addition, Cyberlux UAS has scaled manufacturing capabilities that include in-house production of critical aircraft components, achieving improved supply chain resilience, as well as world-class control over product quality and delivery.

UAS has continued to evolve as a key component of the overall Cyberlux growth strategy, including strategic relationships such as the OKSI (Optical Knowledge Systems, Inc.) partnership first announced in July 2024. Manufacturing ISO9000 processes perfected in the Datron manufacturing facility have been integrated into day-to-day UAS operations, enhancing overall product offerings. This progress has led to the introduction of NDAA-compliant platforms, aligning with the Company's goal of advancing towards Blue List Aircraft status. The UAS unit is currently engaged with multiple USSOCOM units to develop, test, and field specific UAS capabilities, including FPV and non-FPV platforms. We anticipate significant continuing progress during 2025 on these initiatives within the U.S. Department of Defense.

With the introduction of the Cyberlux X Series platforms in the second quarter of 2024, the UAS business unit extended the product line to include expanded capabilities, including electronic warfare resilience, multiple communication and waveform platform support, autonomous flight and targeting, increased logistics delivery capacity, increased range and operation time, and extreme weather tolerance. These capabilities are now available to U.S. allied partner nations as part of Cyberlux's global sales objectives and initiatives, with multiple proposals under consideration through 2025.

UAS personnel continue to work closely with U.S. Special Operations partners to share unique knowledge regarding Counter-UAS, Offensive & Defensive tactics, Electronic Warfare, and UAS adaptations. Cyberlux UAS capabilities have been demonstrated during training exercises such as the Joint Forces Training Center at Camp Shelby and events like SOF TE 24-3 and TE 25-1 Artic Warrior. The Cyberlux Business Development team continues to drive technological integration on the X platform, which in turn drives the Company's innovative UAS capabilities to address the most difficult and challenging global adversarial environments. These integrations have enabled Automatic Target Recognition (ATR), Non-RF travel, AI anti-jam radio enhancements, GPS capability in GPS denied environments, TAG GPS that works in GPS denied environment, and Automated Flight. In addition, the UAS team has begun development of next-generation munitions capability and expects significant progress over the next six months.

For the quarter ended June 30, 2025, Cyberlux UAS announced at the Special Operations Forces (SOF) Week the completion of the development of its new Group 1 rotary wing UAS specifically tailored for the U.S. Special Operations community. This cutting-edge platform is engineered to carry heavier payloads for longer durations, while maintaining optimal performance in dense electronic warfare (EW) environments. In addition, Cyberlux UAS and TrellisWare Technologies, Inc. formed a strategic alliance to integrate TrellisWare's new low-latency, anti-jam waveform for uncrewed systems into Cyberlux's latest heavy-lift Group 1 rotary-wing UAS platform. This marks a significant step forward in enabling First Person View (FPV) operations in contested electromagnetic environments. Further, Cyberlux UAS advanced its efforts with OKSI to enhance UAS operations in GPS- and radio frequency (RF)-denied environments. This collaboration integrates OKSI's cutting-edge OMNISCIENCE™ autonomy suite into Cyberlux's latest UAS platforms, delivering robust navigation and target acquisition capabilities without reliance on traditional GPS or RF communications.

Further, Cyberlux UAS division has completed NDAA models for its family of UAS platforms:

1. The small rugged 5" (XYZ) designed to provide every Soldier/Marine with their own personal UAS ready to use on their kit in automated flight mode for tactical reconnaissance in training and on the battlefield.
2. The 7" Spider designed to fit inside a small pouch, and immediately available for tactical reconnaissance and Kamikaze use.
3. The Group one mid-size X4.10 Huntsman designed for quick deployment during mounted operations equipped for tactical reconnaissance, Kamikaze or munition dropping deployment.
4. The X4.18 "Tazmanian" designed to accommodate group one heavy lift (10lbs) capabilities for 30+ minutes to carry exquisite tactical reconnaissance capability, heavy explosive dropping/Kamikaze or one hour flight time with high end EO/IR camera suitable for longer duration tactical reconnaissance missions.

UAS Cyberlux K8 Contract

As background, when originally demonstrated in Ukraine in July of 2022, the K8 was designed as a complementary product to the existing Ukrainian drone warfare doctrine. By May 2024, the war environment had changed significantly. In fact, Cyberlux superseded its original K8 drones with newer aircraft configurations. The Ukrainian conflict continues to drive the rapid evolution of the global UAS industry.

On August 29, 2023, Cyberlux Corporation's UAS Business Unit was awarded a contract of \$78.9 million from its prime vendor Huntington Ingalls Industries (HII) to deliver Cyberlux K8 Unmanned Aircraft Systems to the U.S. Government for deployment to the Ukrainian warfighter end-user. The Company produced a substantial number of the Cyberlux K8 systems under the terms of the contract during the fourth quarter of 2023.

On December 22, 2023, HII issued a Stop Work Order (SWO) requiring the Company to pause Cyberlux K8 production. On May 17, 2024, Cyberlux was informed by HII, under strict Non-Disclosure Agreement (NDA) requirements, that the U.S. government was 'terminating for convenience' their contract with HII for the Cyberlux K8 deliveries. Because the Cyberlux subcontract with HII was a 'firm fixed price, fixed quantity' contract under commercial terms, the contract went through the procurement resolution process which has resulted in the delivery of all remaining related inventory and works-in-process.

On February 28, 2025, Cyberlux entered into a contract modification agreement to complete the contract previously terminated for convenience, and shipments thereunder have been completed.

Datron Military Communications Business Unit

Datron World Communications, a wholly owned subsidiary of Cyberlux, is a world leader in voice and data radio communications. Datron designs, manufactures, and distributes its radio products and communications systems to leading government, military, and industrial organizations in over 100 countries worldwide through a network of local sales and service representatives. Datron Military Communications (DMC) offers its customers reliable equipment and comprehensive services to satisfy specific mission requirements. Datron is

widely recognized as the “best value” supplier in the industry by offering high performance products with low overall life cycle costs.

Datron Military Communications Significant Business Developments

Datron has re-established its global distribution network reach, focusing on strengthening its international Foreign Military Sales (FMS) presence during 2025. DMC has expanded its international sales team, led by sales directors for the Middle East, Africa, Asia Pacific, and Latin America regions. DMC has also increased outreach and support for customers across all key geographic markets. As the only other U.S. manufacturer of military-grade radio communication equipment besides L3Harris, Datron is positioned as a premier U.S. manufacturer of defense technology, with ISO 9001 accreditation, and rigorous commitment to maintaining high-quality standards across its operations. Furthermore, the Datron operations team has expanded its UAS manufacturing capabilities by internally producing important components for the UAS platforms and providing operational support for the Cyberlux Advance Lighting Systems, which further enhances the Cyberlux supply chain resilience while ensuring product quality and reliability.

In 2024, DMC successfully rolled out multiple cost-reduction initiatives across its flagship radio lines, increasing competitiveness and value for its global customers. These efforts have improved overall product affordability without compromising performance or reliability.

DMC has secured significant new business in both Latin America and Asia-Pacific markets, and with the US Navy reinforcing its global footprint and confirming strong demand for its tactical communications solutions. In parallel, the Company has made strategic investments in next-generation product development through internal R&D initiatives and key partnerships, expanding DMC’s technology roadmap and enhancing its ability to meet evolving customer needs.

DMC has implemented key improvements to our HF data line, ensuring more reliable and faster data transmission. Moving forward, DMC is committed to delivering customer-driven requirements to develop next-generation radio systems that will serve the evolving needs of modern military operations.

Datron’s bookings are continuing to rise globally with over \$27 million in high-probability order pipeline, most of which, if won, is expected to ship during the remainder of 2025. Datron is continuing to negotiate multi-year proposals for locally manufacturing radios with four U.S. allied partner nations in the Middle East and Africa. We expect go/no go decisions during the third quarter of 2025.

For the quarter ended June 30, 2025, the DMC team continued to deploy the development of a new series of MESH/MANET radio systems that expand the Datron product portfolio with high-speed data at the tactical edge. These systems are available in body-worn, base station, and OEM board form factors, enabling seamless integration into autonomous ground vehicles, UAS capability, and other advanced platforms requiring a datalink, such as ISR (intelligence, surveillance and reconnaissance) sensors, ground acoustic sensors and advanced communications capabilities.

Global Integration Services Business Unit

Cyberlux Global Integration Services (GIS) plays a key role in engaging foreign and U.S. customers at the ground level, understanding their global requirements, and providing comprehensive tactical/operational customer solutions. As Cyberlux's global solutions action arm, Global Integration Services provides U.S. customers and global allied nations with subject matter expertise in various aspects of military capabilities. Through this process, Cyberlux GIS develops specific defense technology solutions based on foreign military customer requirements, specializing in diverse aspects of warfare, across a wide array of missions.

In a broader context, GIS is engaging with foreign allies and U.S. domestic customers at the tactical unit level, understanding their challenges and requirements, in order to provide comprehensive tactical and operational solutions. The business unit focuses both on the end-user level and the multiple tiers of stakeholders within the Ministry of Defense. The GIS team is highly experienced at capturing comprehensive requirements and gaining first mover advantage in order to deliver best-in-class solutions, regardless of the range of customer needs. Globally, GIS is concentrating on comprehensive border security solutions, including product integration, global delivery, capability training, and field service and support. From the GIS customer activity, Cyberlux's research and development for future products is highly targeted and driven by global requirements.

Global Integration Services Business Development

As announced on October 16, 2024, the GIS business unit is already playing a key role in delivering the next phase of Cyberlux growth, starting with a \$22.7 million contract through Canadian partners as the U.S. prime contractor to provide aircraft instrument landing systems (ILS) for F-16 aircraft support. During fourth quarter 2024, GIS fulfilled \$19.9 million of the \$22.7 million contact. GIS anticipates additional ILS orders during the third quarter of 2025.

Global Integration Services is specifically focused on delivering border security solutions to U.S. allied partner nations. With the strength of the Cyberlux relationships across the Europe, the Middle East and Africa, GIS is developing Foreign Military Sales (FMS) border security solutions for U.S. allied nations.

For the quarter ended June 30, 2025, the Global Integration Services team expanded the Foreign Military Sales (FMS) border security solutions programs to include three additional U.S. allies, for a total of seven partner nations under program development. With its focus on border security solutions for U.S. allied partners across the Middle East and Africa, GIS anticipates funding decisions to occur during the fourth quarter of 2025.

Additionally, the GIS business unit is duly licensed to operate as a broker of any U.S.-approved military asset to aid foreign allied governments. This allows GIS to conduct substantial integrated solution transactions involving large equipment (such as tanks and airplanes) and best-in-class integrated solutions. GIS expects to announce significant capability partnerships during 2025 in support of the integrated services mission.

Other Business Matters

The use of the Company's available capital to support growth has been important over the last several years, while cash flows from operations have been uneven. As discussed elsewhere herein, the Company is highly focused on growing its pipeline of projects while seeking to ensure product development and timely delivery on such contracts. The Company anticipates that as predictable cash flow improves, it will be able to use its capital resources to build necessary infrastructure and shareholder value.

SEC Reporting

The Company continues to aspire to resume SEC registration and be quoted or listed at a higher-level market. We have been unable to commit the steps, including an audit by a PCAOB registered firm, required to accomplish this goal because of funding limitations and insufficient infrastructure tools/personnel/availability. We have focused all available resources on fulfilling existing sales orders and growing our sales pipeline. We have used outsourced resources (such as Eisner Advisory LLC) and fractional financial professionals to help support our accounting and financial reporting needs. We expect to identify, and then commence the implementation, of the tasks required for us to be able to produce the items required for SEC registration as soon as practicable, subject to adequate resources being available to support such activities. We anticipate that in connection with an "uplisting," a restructuring of Cyberlux's capitalization would be required, and reflected in an amendment to our Articles of Incorporation.

Stock Buy-Back Plan; Stock Incentive Plan

The Company has a stated intention to seek to establish a stock buy-back plan. Of course, there first needs to be sufficient operational cash flow to support this. The Company also wants to incentivize its employees and align them to the Company's interests through stock awards. The Company anticipates implementing a stock option plan to incentivize employees as soon as practicable.

Insiders Purchasing Stock in the Open Market

Due to insider information rules, it is complex for officers and other insiders of the Company to buy or sell shares in the open market. Consequently, the Company has no plans that encourage purchases or sales of Company stock by insiders. As noted above, however, the Company, itself, hopes to be able to instigate a buy-back plan when its balance sheet and cash flow would support such a program.

Investor Communication

The Company's investor relations web page is updated frequently to address recent developments and provide transparency. In addition, if there is a material development, or sufficient indicated shareholder interest on a particular matter, the Company may issue a press release, which then is also available through the OTCM website. The Company balances its compliance and non-disclosure obligations with its desire to provide information to all its shareholders. We carefully avoid providing information to any shareholder (other than insiders who need to know such information in order to perform their jobs) unless it is available to all shareholders. Therefore, shareholders are encouraged to review the FAQs on the Company's website investor relations page periodically. If a shareholder has a specific question it would like the Company to address, it should send an email to IR_CYBL@cyberlux.com. The questions are reviewed on an ongoing basis, and when there is significant interest on a particular topic, or the Company otherwise finds a question to be pertinent, the FAQs are updated.

Subsequent Events – Patent:

On July 22, 2025, Cyberlux was issued Patent Number US 12,365,458 B2, for "Munitions Payload Delivery System with Bump Fire and Radio Command Triggers", which protects a critical advancement in the delivery mechanisms used in unmanned aerial systems (UAS), allowing for precision-triggered payload deployment through both onboard bump fire mechanisms and remote radio-controlled commands.

B. List any subsidiaries, parent company, or affiliated companies.

Cyberlux operates through Cyberlux Corporation, and its subsidiary Datron World Communications, Inc.

C. Describe the issuers' principal products or services.

The Company offers the products and services of its Unmanned Aircraft Solutions (UAS), Datron Military Communications (DMC), and Global Integration Services (GIS) to U.S. government agencies, including USSOCOM, USNAVY, USCENTCOM, USEUCOM, USAFRICOM, and USINDOPACOM and allied foreign nations. These transactions are often facilitated by relationships with various prime vendors such as HII and ADS, Inc, or through U.S. foreign military sales (FMS). The majority of the Company's products are shipped by common carrier resulting in recognition of revenues upon shipment at which time, control passes to the customer.

The products and services include:

Unmanned Aircraft Solutions (UAS): Military-Grade unmanned aircraft hardware and software; advanced guidance system and targeting platforms; enhanced Intelligence, Surveillance and Reconnaissance (ISR) capability; Infrared Night Vision and Thermal Sensor technology; Eye-in-the-Sky Monitoring; LiDAR Mapping and Perception Attainment; and Advanced Kinetic Capabilities.

Datron Military Communications (DMC): Military-Grade voice and data radio communications, including the HH3100 multiband radio line products and the PRC7700 HF radio line products; and the Cyberlux Advanced Lighting Systems products.

Global Integration Services (GIS): Integrated defense technology solutions, with a focus on comprehensive border security solutions, to solve U.S. and foreign allied military customer requirements across various aspects of warfare, through product integration, global delivery, capability training, and field service and support. This extends to brokered capabilities including critical aspects of military capability training, munitions, heavy and light weapons, Soldier Systems, communications, battlefield technology integration, cyber, maritime operations, air operations, and unmanned aircraft systems operations and tactics training.

5) Issuer's Facilities

The goal of this section is to provide investors with a clear understanding of all assets, properties or facilities owned, used, or leased by the issuer and the extent in which the facilities are utilized.

In responding to this item, please clearly describe the assets, properties or facilities of the issuer. Describe the location of office space, data centers, principal plants, and other property of the issuer and describe the condition of the properties. Specify if the assets, properties, or facilities are owned or leased and the terms of their leases. If the issuer does not have complete ownership or control of the property, describe the limitations on the ownership.

The Company maintains its principal headquarters office at 800 Park Offices Drive, Suite 3209, Research Triangle Park, NC 27709. This is a leased office suite for headquarters staff, renewed annually.

The UAS division has its office and manufacturing facility located at 21631 Rhodes Road, Spring, TX 77388. This is a 21,450 square foot facility with a renewable three-year lease, which was renegotiated to expire November 30, 2025.

Company subsidiary Datron has its office and manufacturing facility at 995 Joshua Way, Vista CA 92081. This is a 47,174 square foot facility with a renewable five-year lease, expiring December 2026.

6) All Officers, Directors, and 5% Beneficial Owners of the Company

Using the table below, please provide information, as of the period end date of this report, regarding all officers and directors of the company, or any person that performs a similar function, regardless of the number of shares they own.

In addition, list all individuals or entities controlling 5% or more of any class of the issuer's securities.

If any insiders listed are corporate shareholders or entities, provide the name and address of the person(s) beneficially owning or controlling such corporate shareholders, or the name and contact information (City, State) of an individual representing the corporation or entity. Include Company Insiders who own any outstanding units or shares of any class of any equity security of the issuer.

The goal of this section is to provide investors with a clear understanding of the identity of all the persons or entities that are involved in managing, controlling, or advising the operations, business development and disclosure of the issuer, as well as the identity of any significant or beneficial owners.

Individual Name (First, Last) or Entity Name (Include names of control person(s) if a corporate entity)	Position/Company Affiliation (ex: CEO, 5% Control person)	City and State (Include Country if outside U.S.)	Number of Shares Owned (List common, preferred, warrants and options separately)	Class of Shares Owned	Percentage of Class of Shares Owned (undiluted)
Mark D. Schmidt	President	Durham, NC	230,642	Common	Less than 1%
	Chief Executive Officer Director Chairman		47,000,000	Series B	54.65%
David D. Downing	Chief Financial Officer	Edinboro, PA	42,500	Common	Less than 1%
	Director		1,000,000	Series B	1.16%
John W. Ringo	Secretary Director	Atlanta, GA	123,783	Common	Less than 1%
Larry J. Isely	Chief Operating Officer	Denton, TX	2,500,000	Series B	2.91%
Bill Maadarani	Chief Revenue Officer	Dearborn, MI	3,000,000	Series B	3.49%
Montague Capital Partners LLC (Denis Kalenja)	Shareholder	Miami, FL	21,000,000	Series B	24.42%
			179,500,000	Common	3.019%
Recovery Fund USA, LLC (Jamie Rand)		Lutz, FL	148,000	Series C	98.667%

Confirm that the information in this table matches your public company profile on www.OTCMarkets.com. If any updates are needed to your public company profile, log in to www.OTCIQ.com to update your company profile.

7) Legal/Disciplinary History

A. Identify and provide a brief explanation as to whether any of the persons or entities listed above in Section 6 have, in the past 10 years:

1. Been the subject of an indictment or conviction in a criminal proceeding or plea agreement or named as a defendant in a pending criminal proceeding (excluding minor traffic violations);

None.

2. Been the subject of the entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, financial- or investment-related, insurance or banking activities;

None.

3. Been the subject of a finding, disciplinary order or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, a state securities regulator of a violation of federal or state securities or commodities law, or a foreign regulatory body or court, which finding or judgment has not been reversed, suspended, or vacated;

None.

4. Named as a defendant or a respondent in a regulatory complaint or proceeding that could result in a "yes" answer to part 3 above; or

None.

5. Been the subject of an order by a self-regulatory organization that permanently or temporarily barred, suspended, or otherwise limited such person's involvement in any type of business or securities activities.

None.

6. Been the subject of a U.S Postal Service false representation order, or a temporary restraining order, or preliminary injunction with respect to conduct alleged to have violated the false representation statute that applies to U.S mail.

None.

- B. Describe briefly any material pending legal proceedings, other than ordinary routine litigation incidental to the business, to which the issuer or any of its subsidiaries is a party to or of which any of their property is the subject. Include the name of the court or agency in which the proceedings are pending, the date instituted, the principal parties thereto, a description of the factual basis alleged to underlie the proceeding and the relief sought. Include similar information as to any such proceedings known to be contemplated by governmental authorities.

A complaint was filed in August of 2022, in the Circuit Court for the city of Richmond, VA by Atlantic Wave Holdings, LLC, and Secure Community LLC v. Cyberlux Corporation and Mark D. Schmidt regarding a contractual dispute relating to licensed BrightEye lighting product intellectual property and business development performance. That litigation was settled in June of 2023. Despite payments having been made, Atlantic Wave subsequently filed another lawsuit against Cyberlux in the same court, alleging breach of that settlement agreement which the Company disputes. In response, Cyberlux asserted multiple counterclaims, as outlined below. Cyberlux believes that the claims brought by Atlantic Wave are without merit. Atlantic Wave and Secure Community filed further lawsuits in California and Texas in an attempt to enforce the settled judgement, as outlined below, without proof of breach. These parties also filed 19 garnishment actions against various business partners and prior business partners. Cyberlux served Atlantic Wave and Secure Community with an action to enjoin these judicial filings. We expect the injunctive action to be successful as well as the counterclaims, and that we will be able to resolve this dispute under the terms of that settlement agreement. In connection with its claims, Atlantic Wave et al sought to have, and succeeded in having a receiver appointed in Texas in respect of the Atlantic Wave and Secure Community claims. Amounts sufficient to satisfy the receivership have been paid and the appointment of the receiver in the first place has been stayed. However, in connection with the receivership action, garnishment orders were issued against Company lenders and creditors, resulting, among other things, in HII stated intention to pay invoiced amounts due Cyberlux into an

interpleader action in the Eastern District of Virginia. Cyberlux's not having yet received these receivables has, among other things, disrupted the Company's cash flows.

There are currently six (6) ongoing legal matters related to Atlantic Wave et al as follows:

1. Fairfax Circuit Court – Garnishment Proceeding: *Atlantic Wave Holdings and Secure Community, LLC v. Cyberlux Corporation and HII Mission Technologies Corporation*, Fairfax Circuit Court, Case No. CL2025-3413

This case involves a garnishment action filed against Cyberlux and HII in the Fairfax County Circuit Court by a judgment creditor seeking to collect on an alleged outstanding debt. Cyberlux has opposed the garnishment, arguing that the underlying judgment has been satisfied. The matter has been briefed and argued, and the Court has ordered HII to pay the alleged garnishment amount into the Court. The Court will dismiss HII and have a hearing to determine the actual amount owed if the amount in controversy has been satisfied.

2. Richmond Circuit Court – Breach of Contract Litigation: *Atlantic Wave Holdings and Secure Community, LLC v. Cyberlux Corporation, et al.*, Richmond Circuit Court, Case No. CL24003910-00

In this civil action pending in the Circuit Court for the City of Richmond, the plaintiffs allege that Cyberlux breached the terms of a settlement agreement between the parties. Cyberlux has filed an Answer denying the allegations and asserting affirmative defenses. In addition, Cyberlux has brought counterclaims against the plaintiffs, including breach of contract and violations of Virginia's usury statutes. The litigation is ongoing, with the parties engaged in motion practice and discovery.

3. U.S. District Court for the Eastern District of Virginia, Richmond Division – Interpleader Action: *HII Mission Technologies Corporation v. Cyberlux Corporation, et al.*, USDC Richmond Division, Civil Action No. 3:25cv483

This is an interpleader action initiated by HII in the U.S. District Court for the Eastern District of Virginia, Richmond Division. HII seeks a judicial determination as to the rightful ownership of disputed funds to which multiple parties, including Cyberlux, have asserted claims. The case will resolve the competing claims and direct the disbursement of the funds to the prevailing party. The matter is currently in the early stages of litigation, with the defendants responding to the complaint and the Court setting a schedule for further proceedings. Among other items, it is anticipated that a long-standing tax dispute in the amount of approximately \$1.1 million will be satisfied in this action.

4. First Court of Appeals — Houston — Appeal of Trial Court Order Appointing Receiver: *Atlantic Wave Holdings, LLC and Secure Community, LLC v. Cyberlux Corporation and Mark D. Schmidt*, First Court of Appeals—Houston, 01-25-00455-CV.

This action arose from Cyberlux's and Schmidt's appeal of a Harris County trial court's May 22, 2025 Order Appointing Receiver in *Atlantic Wave Holdings, LLC and Secure Community, LLC v. Cyberlux Corporation and Mark D. Schmidt*, 129th Judicial District Court for Harris County, Texas, Cause No. [2024-48085](#).

On June 11, 2025, funds sufficient to satisfy the Virginia consent judgment from which the trial court action arose were paid to the court-appointed receiver. The court-appointed receiver filed a Final Report, Final Accounting, Verified Motion for Disbursement of Funds & Motion to Terminate Receivership. The trial court did not correct several errors in its Order Appointing Receiver, including the judgment amount, and would not stay the Order Appointing Receiver until the receiver's unsubstantiated and undocumented fees and expenses were determined. Cyberlux filed a direct appeal and petition for writ of mandamus on June 20, 2025, along with an emergency motion for a stay. On June 30, 2025, the First Court of Appeals entered an interim order staying the trial court's Order Appointing Receiver until the Court resolves the emergency motion. Cyberlux's appeal remains pending, and the stay remains in effect. Recently, Montague Capital Partners LLC filed a petition to intervene in this action, seeking, in part, to stop the receiver's attempted nationwide receivership.

5. Southern District of Texas, Houston Division — Contract Dispute: Phillip Rick Tucker, a/k/a Rick Tucker, and Neill Whiteley, Individually v. Cyberlux Corporation, Southern District of Texas, Houston Division, Civil Action No. 4:25-cv-02770.

This action is a contract dispute brought by two former employees and the former owners of Catalyst Machineworks, LLC. Plaintiffs allege breach of contract, asserting that Cyberlux failed to pay wages, bonuses, and failed to transfer shares pursuant to Plaintiffs' employment agreements. Cyberlux is vigorously defending this action and has filed a motion to dismiss and/or transfer venue. Plaintiffs have engaged in various motion practice, which remain to be resolved by the Court. Plaintiffs failed to respond to this motion, and Cyberlux anticipates that it will prevail on its motion to dismiss and/or transfer venue.

6. San Diego Superior Court — Application to Enforce Out of State Judgment: Atlantic Wave Holdings, LLC and Secure Community, LLC v. Cyberlux Corporation, San Diego Superior Court, Case No. 37-2024-00010206-CU-EN-NC.

Atlantic Wave and Secure Community have also filed a sister-state application, which was removed to the U.S. District Court for the Southern District of California, U.S. District Court, Southern District of California, No. 3-24-cv-00482-RBM-VET. The District Court remanded the matter to the San Diego Superior Court, Case No. 37-2024-00010206-CU-EN-NC, but there has been no other activity for several months.

Other legal matters:

U.S. District Court, Southern District of California — Contract Dispute: RB Capital Partners, LLC v. Cyberlux Corporation, U.S. District Court, Southern District of California, Case No. 3-24-cv-01434-AJB-DTF.

RB Capital Partners, LLC also filed an action against Cyberlux, U.S. District Court, Southern District of California, Case No. 3:24-cv-01434-AJB-DTF, which has been in settlement discussions with the Magistrate Judge.

The Company is subject to other legal proceedings and claims, which arise in the ordinary course of its business. Although occasional adverse decisions or settlements may occur, the Company believes that the final disposition of such matters should not have a material adverse effect on its consolidated financial position, results of operations or liquidity.

8) Third Party Service Providers

Provide the name, address, telephone number and email address of each of the following outside providers. You may add additional space as needed.

Confirm that the information in this table matches your public company profile on www.OTCMarkets.com. If any updates are needed to your public company profile, update your company profile.

Securities Counsel

Name: Carl P. Ranno
Firm: Law Office of Carl P. Ranno
Address 1: 2733 East Vista Drive
Address 2: Phoenix, AZ 85032
Phone: 602.493.0369
Email: carlranno@cox.net

Accountant or Auditor

Name: John Pennett, Partner – Accounting consultant
Firm: Eisner Advisory Group LLC
Address 1: 733 Third Avenue
Address 2: New York, NY 10017
Phone: 732-243-7140
Email: john.pennett@eisneramper.com

Investor Relations

Name: Brennan Smith
Firm: Flying V Group, Inc.
Address 1: 34 Executive Park, #260
Address 2: Irvine, CA 92614
Phone: 949-940-8884
Email: bsmith@flyingvgroup.com

All other means of Investor Communication:

X (Twitter): <https://x.com/CyberluxC>

Discord: None

LinkedIn <https://www.linkedin.com/company/cyberlux-corporation/>

Facebook: None

Other: <https://cyberlux.com/about/#faq>

Other Service Providers

Provide the name of any other service provider(s) **that assisted, advised, prepared, or provided information with respect to this disclosure statement.** This includes counsel, broker-dealer(s), advisor(s), consultant(s), or any entity/individual that provided assistance or services to the issuer during the reporting period.

Name: Jennifer E.D. Clarke, Esq.
Firm: Tjong & Hsia LLP
Nature of Services: Legal Counsel
Address 1: 45 Rockefeller Plaza, 20th Floor
Address 2: New York, NY 10111
Phone: 516-801-1700
Email: jclarke@tjonghsia.com

Name: Edward W. Gray Jr., Partner
Firm: Thompson Coburn LLP
Nature of Services: Legal Counsel
Address 1: 1909 K Street N.W. Suite 600
Address 2: Washington, DC 20006-1167
Phone: 202-585-6910
Email: egrav@thompsoncoburn.com

9) Disclosure & Financial Information

A. This Disclosure Statement was prepared by (name of individual):

Name: Mark Schmidt
Title: President and CEO
Relationship to Issuer: President and CEO

B. The following financial statements were prepared in accordance with:

IFRS
 U.S. GAAP

C. The following financial statements were prepared by (name of individual):

Name: David D. Downing
Title: Chief Financial Officer
Relationship to Issuer: Principal Financial Accounting Officer

Describe the qualifications of the person or persons who prepared the financial statements⁷:

The financial statements are prepared by the CFO of the Company with consultation to our accounting advisors as requested.

Provide the following qualifying financial statements:

- Audit letter, if audited;
- Balance Sheet;
- Statement of Income;
- Statement of Cash Flows;
- Statement of Retained Earnings (Statement of Changes in Stockholders' Equity)
- Financial Notes

Financial Statement Requirements:

- Financial statements must be published together with this disclosure statement as one document.
- Financial statements must be “machine readable”. Do not publish images/scans of financial statements.
- Financial statements must be presented with comparative financials against the prior FYE or period, as applicable.
- Financial statements must be prepared in accordance with U.S. GAAP or International Financial Reporting Standards (IFRS) but are not required to be audited.

Cyberlux Corporation and Subsidiary
Condensed Consolidated Balance Sheet
June 30, 2025 and December 31, 2024 (Unaudited)

	June 30, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$781,768	\$4,952,219
Accounts receivable, net of allowance for doubtful accounts	27,054,160	4,925,887
Inventory	11,266,873	15,788,873
Other current assets	<u>617,000</u>	<u>1,177,000</u>
Total current assets	39,719,801	26,843,979
Other Assets:		
Property and equipment, net of accumulated depreciation	386,128	496,792
Right of use asset, net	1,017,722	1,118,490
Intangible assets, net of accumulated amortization	7,302,722	8,371,722
Other investment	200,000	200,000
Total Assets	\$48,626,373	\$37,030,983
Liabilities and Stockholders' Deficit		
Current liabilities:		
Accounts payable	\$14,804,678	\$9,971,581
Accrued interest	3,783,523	2,781,198
Borrowings under line of credit	10,050,100	6,950,000
Notes payable, related parties	2,590,256	2,516,756
Notes payable, non-related parties	5,868,435	5,918,435
Datron acquisition notes payable, net of discount	3,916,667	3,791,667
Liability for common stock to be issued	266,720	10,000
Customer deposits	297,000	1,905,000
Accrued liabilities	<u>13,895,356</u>	<u>17,783,268</u>
Total current liabilities	55,472,735	51,627,905
Long-term liabilities:		
Lease liabilities and other	<u>1,130,035</u>	<u>1,413,143</u>
Total long-term liabilities	1,130,035	1,413,143
Commitments and contingencies		
Stockholders' deficit:		
Class A Preferred shares, 0 shares issued and outstanding as of June 30, 2025 and December 31, 2024	-	-
Class B Preferred shares, 86,000,000 shares issued and outstanding as of June 30, 2025 and December 31, 2024	147,000	147,000
Class C Preferred shares, 150,000 shares issued and outstanding as of June 30, 2025 and December 31, 2024	150	150
Common stock, \$0.001 par value, 7 billion shares authorized, 6,078,420,150 and 5,993,363,945 shares issued and outstanding As of June 30, 2025 and December 31, 2024, respectively.	7,839,275	7,650,019
Treasury stock	(1,285,200)	(1,181,000)
Additional paid-in capital	21,672,881	21,672,881
Accumulated deficit	<u>(36,350,503)</u>	<u>(44,292,115)</u>
Deficiency in stockholders' equity	<u>(7,976,397)</u>	<u>(16,010,065)</u>
Total liabilities and stockholders' deficit	\$48,626,373	\$ 37,030,983

The accompanying notes are an integral part of these financial statements.

Cyberlux Corporation and Subsidiary
Condensed Consolidated Statements of Operations
Three months ended June 30, 2025 and 2024 (Unaudited)

	2025	2024
Revenue	\$ 23,641,622	\$ 52,725,152
Cost of goods sold	(10,158,758)	(18,823,936)
Gross profit	13,482,864	33,901,216
Operating Expenses:		
Marketing and advertising	9,674	276,011
Depreciation and amortization	582,332	628,000
Research and development	270,995	284,999
General and administrative expenses	398,042	660,658
Total operating expenses	1,261,043	1,849,668
Income from operations	12,221,821	32,051,548
Other income/(expense):		
Interest income and other	4,004	6,418
Other income (expense), net	(247,653)	-
Interest expense	(736,183)	(300,519)
Subtotal	(979,832)	(294,101)
Net Income before income taxes	11,241,989	31,757,447
Income tax provision	1,223,500	-
Net income available to common stockholders	\$10,018,489	\$31,757,447
Income per share:		
Weighted-average common		
Shares outstanding - basic	6,083,925,735	5,880,297,396
Income per share – basic	\$0.002	\$0.005
Weighted-average common		
Shares outstanding - diluted	24,883,925,735	23,880,297,396
Income per share –diluted	\$0.00	\$0.00

The accompanying notes are an integral part of these financial statements.

Cyberlux Corporation and Subsidiary
Condensed Consolidated Statements of Operations
Six months ended June 30, 2025 and 2024 (Unaudited)

	2025	2024
Revenue	\$ 28,733,291	\$ 57,838,527
Cost of goods sold	(13,819,274)	(22,114,323)
Gross profit	14,914,017	35,724,204
Operating Expenses:		
Marketing and advertising	354,397	648,001
Depreciation and amortization	1,184,664	1,242,974
Research and development	427,995	599,999
General and administrative expenses	2,451,839	5,378,539
Total operating expenses	4,418,895	7,869,513
Income from operations	10,495,122	27,854,691
Other income/(expense):		
Interest income and other	11,049	13,786
Other income, net	(98,704)	-
Interest expense	(1,235,355)	(607,886)
Subtotal	(1,323,010)	(594,100)
Net Income before income taxes	9,172,112	27,260,591
Income tax provision	1,223,500	=
Net income available to common stockholders	\$7,948,612	\$27,260,591
Income per share:		
Weighted-average common		
Shares outstanding - basic	6,060,775,154	5,794,610,097
Income per share – basic	\$0.001	\$0.005
Weighted-average common		
Shares outstanding - diluted	24,860,775,154	23,794,610,097
Income per share –diluted	\$0.001	\$0.00

The accompanying notes are an integral part of these financial statements.

Cyberlux Corporation and Subsidiary
Condensed Consolidated Statement of Cash Flows
Six months ended June 30, 2025 and 2024 (Unaudited)

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income available to common stockholders	\$ 7,948,612	\$ 27,260,591
Adjustments to reconcile net income to cash flow from operations		
Issuance of common stock in exchange for services or to debtholders	-	210,205
Noncash interest expense	125,000	128,000
Other non-cash items	(111,244)	-
Amortization and depreciation	1,184,664	1,242,974
Changes in assets and liabilities		
Accounts receivable	(22,128,273)	(32,162,791)
Inventories	4,522,000	10,300,883
Prepaid expenses	560,000	(27,437)
Right of use asset	100,768	67,000
Accounts payable	4,833,097	2,529,639
Accrued liabilities	(573,292)	6,985,492
Customer deposits	(1,608,000)	(22,563,171)
Lease liabilities and other	(283,108)	(77,807)
Accrued interest	1,224,8254	470,855
Net cash provided by (used in) operating activities	(4,204,951)	(5,635,567)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Expenditures for fixed assets	(47,000)	(7,200)
Net cash used in investing activities	(47,000)	(7,200)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net proceeds (payments) from borrowings	(58,500)	-
Proceeds from line of credit		2,942,000
Net proceeds (payments) from notes payable, related parties	140,000	100,000
Net cash provided by (used in) financing activities	81,500	3,042,000
Net increase (decrease) in cash and cash equivalents	(4,170,451)	(2,600,767)
Cash and cash equivalents at beginning of period	4,952,219	3,198,280
Cash and cash equivalents at end of period	<u>\$781,768</u>	<u>\$597,513</u>
SUPPLEMENTAL DISCLOSURES:		
Interest paid	\$20,000	-
NON-CASH ACTIVITIES:		
Conversion of Debt and accrued interest for common stock	\$280,500	1,654,685
Conversion of accrued interest to notes payable – related parties	\$132,000	-
Return of common stock transaction	\$104,200	-
Borrowing on line of credit directly paid to receiver	\$3,100,100	-

The accompanying notes are an integral part of these financial statements.

Cyberlux Corporation and Subsidiary

Condensed Consolidated Statement of Changes in Stockholders' Equity (Deficit)
Six months ended June 30, 2025 and 2024 (Unaudited)

	Class B Preferred		Class C Preferred		Common Shares		Treasury Stock	Additional Paid in Capital	Accumulated Deficit	Total
	Outstanding Shares	Amount	Outstanding Shares	Amount	Outstanding Shares	Amount	Amount	Amount	Amount	Amount
2025 period										
Balance December 31, 2024	86,000,000	\$147,000	150,000	\$150	5,993,363,945	\$7,650,019	\$(1,181,000)	\$21,672,881	\$(44,299,115)	\$(16,010,065)
Stock issued for conversion of debt and accrued interest					169,256,205	169,256				169,256
Net income									(2,069,877)	(2,069,877)
Balance March 31, 2025	86,000,000	\$147,000	150,000	\$150	6,162,620,150	\$7,819,275	\$(1,181,000)	\$21,672,881	\$(46,368,992)	\$(18,010,686)
Stock issued in respect of liability for stock to be issued					20,000,000	20,000				20,000
Return of common stock					(104,200,000)		(104,200)			(104,200)
Net Income									10,018,489	10,018,489
Balance June 30, 2025	86,000,000	\$147,000	150,000	\$150	6,078,420,150	\$7,839,275	\$(1,285,200)	\$21,672,881	\$(36,350,503)	\$(7,976,397)
2024 Period										
Balance December 31, 2023	87,300,000	\$144,000	150,000	\$150	5,728,914,810	\$7,385,577	\$(1,176,700)	19,889,914	\$(39,999,351)	\$13,756,410
Stock issued for services	3,000,000				90,000,000	90,000				90,000
Conversion of debt and accrued interest to shares					6,618,740	6,618		1,648,067		1,645,685
Net loss									(44,496,856)	(4,496,856)
Balance March 31, 2024	90,300,000	\$144,000	150,000	\$150	5,825,533,550	\$7,482,195	\$(1,176,700)	\$21,537,981	\$(44,496,207)	\$(16,508,581)
Stock issued for services					120,204,602	120,205				120,205
Stock issued for debt modification		3,000								3,000
Repurchase of Series B shares returned to Treasury, net	(4,300,000)						(4,300)			(4,300)
Stock issued in conversion of Series A shares					6,745			134,900		134,900
Net loss									31,757,447	31,757,447
Balance June 30, 2024	86,000,000	\$147,000	150,000	\$150	5,945,744,897	\$7,602,400	\$(1,181,000)	\$21,672,881	\$(12,738,760)	\$15,502,671

The accompanying notes are an integral part of these financial statements.

Cyberlux Corporation and Subsidiary

Financial Notes

Six months ended June 30, 2025 and 2024 (Unaudited)

NOTE A- SUMMARY OF BUSINESS OPERATIONS

Business Operations

Cyberlux Corporation (the “Company” or “Cyberlux”) was incorporated on May 17, 2000, under the laws of the State of Nevada. The Company was focused on the development, manufacturing, and marketing of long-term portable lighting products for government, commercial and industrial users. Starting in July 2022, the Company began expanding its defense industry product offerings. While the Company has generated revenues from its sale of products, the Company has incurred sustained losses in most periods since inception. Consequently, its operations have been subject to all risks inherent in the establishment of a new business enterprise.

Major Customer

On August 29, 2023, Cyberlux was awarded a contract of \$78.9 million to deliver *Cyberlux K8 Unmanned Aircraft Systems* (the “Systems”) as confirmed by the United States Department of Defense (“DoD”) in the February 24, 2023, USAI announcement. The Company is required to comply with DoD rules and regulations with respect to the fulfillment of such contract, and the DoD may amend, delay, or cancel the contract per the contractual terms. The completion of the contract for the Systems was subject to DoD acceptance of the product, including engineering and testing procedures.

The Company received approximately \$39 million in advance payments from the DoD upon signing of the contract during 2023. During the year ended December 31, 2023, the Company shipped approximately \$15 million under such contract. As of December 31, 2023, the Company had remaining advance payments for the purchase of such systems from the DoD of approximately \$23,145,000 included on the consolidated balance sheet as customer deposits and deferred revenue. In the second and third quarters of 2024, the Company recognized approximately \$54 and \$4 million, respectively, of revenue pursuant to this contract.

On May 17, 2024, Cyberlux was informed by its prime vendor Huntington Ingalls Industries Mission Technologies Corporation (“HII”), under strict Non-Disclosure Agreement (NDA) requirements, that the U.S. government was ‘terminating for convenience’ their contract with HII for the K8 drone. Because the Cyberlux subcontract with HII is a ‘firm fixed price, fixed quantity’ contract under commercial terms, the contract went through the procurement resolution process. In light of these developments, in December 2024 the Company has reversed a portion of the revenue (and related costs of goods sold) recognized in the second and third quarter of 2024.

On February 28, 2025, Cyberlux entered into a contract modification agreement to complete the contract previously terminated for convenience, and shipments thereunder were resumed and the remaining units were shipped in the second quarter of 2025. Payment of invoices from HII may be subject to the Interpleader actions – See Note K.

NOTE B - GOING CONCERN MATTERS

The accompanying statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. As shown in the accompanying consolidated financial statements, as of June 30, 2025, the Company incurred accumulated losses of approximately \$36 million. The Company's current liabilities exceed its current assets by approximately \$16 million. The Company's current liabilities were approximately \$55 million as of June 30, 2025, including amounts at issue in claims by several vendors who have instituted lawsuits or other collection efforts. In connection with one such claim, a vendor sought to have, and succeeded in having a receiver appointed in Texas. Amounts sufficient to satisfy the receivership have been paid and the appointment of the receiver in the first place has been stayed. However, in connection with the receivership action, garnishment orders were issued against Company lenders and creditors, resulting in, among other things, HII stating an intention to pay invoiced amounts due Cyberlux into an interpleader action in the Eastern District of Virginia. The Company is also in default of its line of credit agreement. Resolution and collection of amounts potentially due under the contract have caused liquidity issues to the Company. While these factors, among others, may indicate that the Company would be unable to continue as a going concern, management expects that business performance in 2025 will ensure the Company is an ongoing growth business for the foreseeable future.

The Company is actively pursuing additional business growth through acquisitions, organic growth, and development of new customers and products that are expected to increase the associated cash flow from operations. Obtaining additional financing to support the successful development of the Company's contemplated operations, and its transition ultimately to the attainment of profitable operations, are necessary for the Company to continue business. However, no assurance can be given that management's actions will result in profitable operations or the resolution of its liquidity problems. If the Company is unable to raise additional funds, it will need to do one or more of the following:

- Delay research and development projects;
- License third parties to develop and commercialize products or technologies that it would otherwise seek to develop and commercialize itself;
- Seek strategic alliances or business combinations;
- Attempt to sell the Company;
- Cease operations; or
- Declare bankruptcy.

The Company may continue to raise additional funding from its current investors. In addition, the Company will continue to seek funds through debt or equity financings, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements, or other sources of financing. However, there can be no assurances that such financing or other strategic transactions will be available on acceptable terms, or at all.

NOTE C- SUMMARY OF ACCOUNTING POLICIES

A summary of the significant accounting policies applied in the preparation of the accompanying consolidated financial statements follows:

Basis of presentation

The unaudited condensed consolidated financial statements contained herein have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). Accordingly, the condensed consolidated financial statements reflect all normal recurring adjustments,

which are, in the opinion of management, necessary for a fair presentation of the results of operations and may not include all disclosures required by accounting principles generally accepted in the United States (“GAAP”). The information as of and for the quarters ended June 30, 2025 and 2024, and as of December 31, 2024 is unaudited.

Segment reporting

The Company follows ASC 280 “*Segment Reporting*”. The Company operates as a single segment – industrial products.

Principles of consolidation

The accompanying consolidated financial statements and related notes to the consolidated financial statements include the accounts of the Company and its wholly owned subsidiary. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of estimates

In preparing the Company’s financial statements in conformity with GAAP, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash equivalents

The Company considers all highly liquid debt instruments purchased with a maturity date of six months or less to be cash equivalents.

Accounts receivable

Accounts receivable balances are predominantly comprised of amounts currently due from customers. Accounts receivable are presented on our consolidated balance sheets net of the allowance for credit losses. The Company uses judgment in estimating this allowance and considers historical collections, current credit status, or contractual provisions, following the provisions of Accounting Standards Update (“ASU”) No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. No significant allowance for credit losses was required at June 30, 2025 and December 31, 2024.

Concentrations of Credit Risk

Financial instruments and related items which potentially subject the Company to concentrations of credit risk consist primarily of cash, cash equivalents and trade receivables. The Company places its cash and temporary cash investments with credit quality institutions. At times, such holdings may be more than the FDIC insurance limit. At June 30, 2025 and December 31, 2024, the Company did not have a significant allowance for doubtful receivables.

Inventories

Inventories are stated at the lower of cost or market determined by the average cost method. The Company provides inventory allowances based on estimates of obsolete inventories. Inventories consist of finished products available for sale to distributors and customers as well as raw materials. The work in progress

inventory at June 30, 2025 and 2024 primarily relates to the products being built for the DoD as noted in Note A1 above.

Components of inventories as of June 30, 2025 and 2024 are as follows:

	June 2025	December 2024
Component parts	\$ 4,916,465	\$ 4,470,465
Work in progress and finished goods	<u>7,158,408</u>	<u>12,730,408</u>
	12,074,873	17,200,873
Less: allowance for obsolete inventory	<u>(808,000)</u>	<u>(1,412,000)</u>
	<u>\$ 11,266,873</u>	<u>\$ 15,788,873</u>

Property and Equipment

Property and equipment are stated at cost. When retired or otherwise disposed, the related carrying value and accumulated depreciation are removed from the respective accounts and the net difference less any amount realized from disposition, is reflected in earnings. For financial statement purposes, property and equipment are recorded at cost and depreciated using the straight-line method over their estimated useful lives as follows:

Furniture and fixtures	7 years
Office equipment	3 to 5 years
Leasehold improvements	Lessor of 5 years of life of lease
Tooling	3 years
Manufacturing equipment	3 years

Intangible assets

Patents are amortized on a straight-line basis over an estimated useful life of 7 years. Technology related assets are amortized on a straight-line basis over an estimated useful life of 5 years.

The Company evaluates all long-lived assets for impairment. Long-lived assets are evaluated for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. If the carrying amount is not fully recoverable, an impairment loss is recognized to reduce the carrying amount to fair value and is charged to expense in the period of impairment. As of June 30, 2025 and December 31, 2024, management has determined that these assets are not impaired.

Revenue recognition

The Company recognizes revenue under Financial Accounting Standards Board’s Accounting Standards Codification (“ASC”) Topic 606, “Revenue from Contracts with Customers” (“ASC 606”). The Company determines revenue recognition through the following steps:

- Step 1: Identify the contract with the customer;
- Step 2: Identify the performance obligations in the contract;
- Step 3: Determine the transaction price;
- Step 4: Allocate the transaction price to the performance obligations in the contract; and
- Step 5: Recognize revenue when the company satisfies a performance obligation.

The Company records sales of its products and services to the commercial and U.S. government agencies and foreign nation ministries of defense when the products and services are billed against the associated contracts when performance obligations with customers are satisfied. The Company's performance obligation is a promise to transfer a distinct good to the customer and each distinct good represents a single performance obligation. Such performance obligations are satisfied at a point in time and revenues are recognized when all rights and rewards of ownership are transferred. The majority of the Company's products are shipped by common carrier resulting in recognition of revenues upon shipment at which time, control passes to the customer. Revenue is measured at the amount of consideration the Company expects to receive in exchange for the transferring of products. Customers may be entitled to cash discounts, typically denoted at the time of invoicing and shipping. Such amounts are considered to be variable consideration under ASC 606. An estimate for cash discounts is included in the transaction price as a component of sales and is estimated based on the satisfaction of outstanding receivables and historical performance. The Company does not have any material financing terms as payment is received shortly after the transfer of control of the products to the customer within a period of 30-60 days.

Deferred revenue arises from amounts received in advance of the culmination of the earnings process and is recognized as revenue in future periods as performance obligations are satisfied. Deferred revenue expected to be recognized within the next twelve months is classified as a current liability.

Advertising costs

The Company expenses all costs of marketing and advertising as incurred. Marketing and advertising costs totaled approximately \$354,000 and \$648,000 for the six months ended June 30, 2025 and 2024, respectively.

Research and Development

The Company accounts for research and development costs in accordance with the ASC 730 "*Research and Development*". Under ASC 730, all research and development costs must be charged to expense as incurred. Accordingly, internal research and development costs are expensed as incurred. Third-party research and developments costs are expensed when the contracted work has been performed or as milestone results have been achieved. Company-sponsored research and development costs related to both present and future products are expensed in the period incurred. The Company expenditures were approximately \$428,000 and \$600,000 on research and product development for the six months ended June 30, 2025 and 2024, respectively.

Fair Values

ASC 820 "*Fair Value Measurements and Disclosures*" ("ASC Topic 820") defines fair value, establishes a framework for measuring fair value, and enhances fair value measurement disclosure. The Company considers its cash and cash equivalents, accounts receivable, and accounts payable to meet the definition of financial instruments, and the carrying amounts of such instruments approximated their fair values due to the short maturities of these instruments. The Company believes the fair value of notes payable approximate its amortized cost.

The Company measures fair value as required by the ASC Topic 820, which defines fair value, establishes a framework, and gives guidance regarding the methods used for measuring fair value, and expands disclosures about fair value measurements. ASC Topic 820 clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants.

As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, there exists a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access as of the measurement date.

Level 2 - Inputs other than quoted prices included within Level 1 that are directly observable for the asset or liability or indirectly observable through corroboration with observable market data.

Level 3 - Unobservable inputs for the asset or liability only used when there is little, if any, market activity for the asset or liability at the measurement date.

Share-based compensation

The Company has granted common shares to employees, non-employee consultants and non-employee members of our Board of Directors. The Company has also granted Class B Preferred shares to an officer of the Company. The Company measures the compensation cost associated with all share-based payments based on the grant date fair values of the underlying stock.

Income taxes

The Company follows ASC 740 "*Income Taxes*" for recording the provision for income taxes. Deferred tax assets and liabilities are computed based upon the difference between the financial statement and income tax basis of assets and liabilities using the enacted marginal tax rate applicable when the related asset or liability is expected to be realized or settled. Deferred income tax expenses or benefits are based on the changes in the asset or liability during each period. If available evidence suggests that it is more likely than not that some portion or all of the deferred tax assets will not be realized, a valuation allowance is required to reduce the deferred tax assets to the amount that is more likely than not to be realized. Future changes in such valuation allowance are included in the provision for deferred income taxes in the period of change. Deferred income taxes may arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods.

Valuation allowances are recognized to reduce deferred tax assets to the amount that will more likely than not be realized. In assessing the need for a valuation allowance, management considers all available evidence for each jurisdiction including past operating results, estimates of future taxable income and the feasibility of ongoing tax planning strategies. When the Company changes its determination as to the amount of deferred tax assets that can be realized, the valuation allowance is adjusted with a corresponding impact to income tax expense in the period in which such determination is made. The Company has reserved its deferred tax assets in all periods presented.

The Company also accounts for uncertain tax positions in accordance with ASC Topic 740, which prescribes a more-likely-than-not threshold for financial statement recognition and measurement of a tax position taken in the Company's income tax returns. As of June 30, 2025 and December 31, 2024, the Company had no uncertain tax positions which affected its financial position and its results of operations or its cash flows and will continue to evaluate for uncertain tax positions in the future. There are no interest costs or penalties provided for in the Company's consolidated financial statements for the quarters ended June 30, 2025 and 2024. If at any time the Company should record interest and penalties in connection with

income taxes, the interest and the penalties will be expensed within the general and administrative expenses category in the accompanying consolidated statement of operations.

Net income (loss) per share

Basic net income (loss) per share is computed by dividing net income (loss) available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted net loss per share is computed by dividing net loss by the sum of the weighted average number of common shares outstanding, including common stock equivalents, during the period. For periods in which the Company reports a net loss, diluted net loss per share is the same as basic net loss per share.

For the quarters ended June 30, 2025 and 2024, the number of shares included in diluted net income per share included approximately 1.6 billion shares of common shares which would be issued upon the conversion of notes payable and approximately 17.2 billion shares which would be issued upon the conversion of preferred stock based upon the conversion rates in effect on June 30, 2025 and 2024 – see Note H.

Reclassification

Certain reclassifications have been made in prior year’s financial statements to conform to classifications used in the current year.

NOTE D - PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment at June 30, 2025 and December 31, 2024 are as follows:

	<u>June 2025</u>	<u>December 2024</u>
Furniture and fixtures	\$ 932,599	\$ 932,599
Machinery and equipment	6,696,023	6,691,023
Leasehold improvements	618,989	618,989
Vehicles	218,000	218,000
Subtotal	<u>8,465,611</u>	<u>8,460,611</u>
Less: accumulated depreciation	<u>(8,079,483)</u>	<u>(7,963,819)</u>
	\$ <u>386,128</u>	\$ <u>496,792</u>

During the six months ended June 30, 2025 and 2024, depreciation expense charged to operations was approximately \$116,000 and \$190,000, respectively.

NOTE E – INTANGIBLE ASSETS

Intangible assets at June 30, 2025 and December 31, 2024 are as follows:

	<u>June 2025</u>	<u>December 2024</u>
Patents	\$ 469,783	\$ 469,783
Technology	<u>10,663,000</u>	<u>10,663,000</u>
Total	11,132,783	11,132,783
Less: accumulated depreciation	<u>(3,830,061)</u>	<u>(2,761,061)</u>
	\$ <u>7,302,722</u>	\$ <u>8,371,722</u>

During the six months ended June 30, 2025 and 2024, amortization expense charged to operations was approximately \$1,069,000 and \$1,053,000, respectively. Annual amortization expense of intangibles will approximate \$2,100,000 for each of the next 3.1 years.

Acquisition of Datron

On September 16, 2023, the Company acquired 100% of the outstanding stock of Datron World Communications, Inc. (“Datron”), a provider of communications solutions to government, militaries, and industrial users globally. The purchase price consisted of the payment of \$3.0 million at closing, issuance of a \$2.0 million note payable (1st note), the issuance of a \$2.0 million note payable (2nd note) and the cancellation of a \$3.5 million advance previously made to Datron.

The 1st note payable bears interest at 3% per annum and is due September 2026. The holder can elect to convert the note into shares of common stock at 90% of the VWAP after September 2024.

The 2nd note payable bears interest at 5% per annum and is due September 2026. The holder can elect to convert the note into shares of common stock at 85% of the VWAP after September 2024.

The acquisition was accounted for as an acquisition of a business, and the purchase price of approximately \$10.5 million was allocated to net operating assets of \$0.1 million and the remaining \$10.4 million was allocated to technology based intangible assets, which will be amortized over 5 years. The Company has not yet completed the purchase price allocation and valuation of the identifiable intangible assets as required by ASC 805, but expects to have it completed during 2025.

Datron had significant deferred tax assets as a result of net operating loss carryforwards and certain timing assets which exceeded the deferred tax liability which would have been record as a result of the basis difference in the intangible assets resulting from the acquisition. No net deferred tax assets or liabilities were recognized from the acquisition – See Note M.

NOTE F- ACCRUED EXPENSES

Current liabilities as of June 30, 2025 and December 31, 2024 are as follows:

	<u>June 2025</u>	<u>December 2024</u>
Accrued payroll, payroll taxes and other	\$2,472,600	\$ 1,942,410
Accrued vendors	7,633,256	11,941,784
Accrued income taxes	1,223,500	1,358,073
Commissions payable	<u>2,566,000</u>	<u>2,541,000</u>
Total	<u>\$13,895,356</u>	<u>\$ 17,783,268</u>

NOTE G – NOTES PAYABLE

The Company has borrowed money from affiliates and non-affiliates over the past few years. The Company has also settled certain obligations through the issuance of promissory notes and settled certain past due notes payable through cash payments or equity issuances. During the six months ended June 30, 2025, notes payable and accrued interest aggregating \$284,750 were converted into 169,256,205 shares of common stock.

Interest expense for the six months ended June 30, 2025 and 2024 was approximately \$499,000 and \$607,000, respectively, including amortization of debt discount related to the Datron acquisition notes payable of \$63,000 and \$125,000 in the six months ended June 30, 2025 and 2024, respectively. Accrued interest related to such notes was approximately \$2,589,000 and \$2,514,000 at June 30, 2025 and December 31, 2024, respectively.

Non-affiliate loans

At December 31, 2024 and June 30, 2025, the notes payable to non-related parties consist of the following:

	<u>Balance outstanding - June 2025</u>	<u>Balance outstanding - December 2024</u>	<u>Interest rate</u>	<u>Due date</u>	<u>Conversion terms</u>
Datron acquisition -note 1	\$2,000,000	\$2,000,000	3%	September 2026	90% VWAP
Datron acquisition -note 2	2,000,000	2,000,000	5%	September 2026	85% VWAP
Less: unamortized debt discount	<u>(83,333)</u>	<u>(208,333)</u>			
Carrying value	<u>\$3,916,667</u>	<u>\$3,791,667</u>			
Notes payable RB Capital	\$3,500,000	\$3,500,000	5%	July 2024	TBD
Others	<u>2,368,435</u>	<u>2,418,435</u>	5%	Various	\$895,000 is convertible at various terms
Total short-term debt	<u>\$5,868,435</u>	<u>\$5,918,435</u>			

In September 2023, the Company recognized a debt discount of approximately \$500,000 representing the discount provided on the Datron acquisition notes. Such discount is being accreted to interest expense over

the term of the note and amounted to approximately \$125,000 and \$125,000 of interest expense during the six months ended June 30, 2025 and 2024, respectively. The remaining debt discount of approximately \$83,000 will be accreted into interest expense over the next 0.4 years.

In February 2024, a portion (\$1,500,000) of the note payable due to RB Capital in the amount of \$1,654,685, including accrued interest, was converted into 6,618,740 shares of common stock. During 2023, \$250,000 of principal was repaid. See litigation section of Note K for further discussion.

Related party loans

From time to time, the Company's principal officers have advanced funds (and received periodic repayments) to the Company for working capital purposes in the form of unsecured promissory notes, accruing interest at 10% per annum, summarized as follows. In March 2024, a family member of an officer of the Company provided a loan of \$100,000 to the Company, of which \$65,000 was repaid in 2024. Approximately \$132,000 of accrued interest was converted into notes payable during the first quarter of 2025 by two officers of the Company. There is no scheduled repayment terms for most of these notes.

Loans from Officers			
Officer	Principal Due June 30, 2025	Interest Rate	Principal Due December 31, 2024
David Downing	\$1,297,606	10%	\$1,229,606
Mark Schmidt and family	564,633	10%	524,133
John Ringo	405,361	10%	405,361
All others	<u>322,656</u>	10%	<u>357,656</u>
Total	<u>\$2,590,256</u>		<u>\$2,516,756</u>

NOTE H - STOCKHOLDER'S EQUITY

Common stock

The Company has authorized 7,000,000,000 shares of common stock, with a par value of \$.001 per share. As of June 30, 2025 and December 31, 2024, the Company had 6,078,420,240 and 5,993,363,945 shares outstanding, respectively.

At June 30, 2025 and December 31, 2024, the Company had additional outstanding obligations to issue approximately 266 and 10 million common shares, respectively, in respect of agreements entered into from 2021 through June 2025. The Company has recorded a liability to recognize the obligation. See Note K.

Among other provisions of the Certificates of Designation of the Series B and C, the Company is required to reserve a sufficient number of shares of common stock of the Company for the conversion of all shares of preferred stock. The Company is not currently observing this requirement.

Series B - Convertible Preferred stock

There are 99,000,000 shares of Series B Preferred authorized, and 86,000,000 shares of Series B issued and outstanding as of June 30, 2025 and December 31, 2024. The conversion ratio is 200:1.

The holders of the Series B shall have the right to vote, separately as a single class, at a meeting of the holders of the Series B or by such holders' written consent or at any annual or special meeting of the stockholders of the Company on any of the following matters: (i) the creation, authorization, or issuance of any class or series of shares ranking on a parity with or senior to the Series B with respect to dividends or upon the liquidation, dissolution, or winding up of the Company, and (ii) any agreement or other corporate action which would adversely affect the powers, rights, or preferences of the holders of the Series B.

The holders of record of the Series B shall be entitled to receive cumulative dividends at the rate of twelve percent per annum (12%) on the face value (\$1.00 per share) when, if and as declared by the Board of Directors, if ever. All dividends, when paid, shall be payable in cash, or at the option of the Company, in shares of the Company's common stock. Dividends on shares of Series B that have not been redeemed shall be payable quarterly in arrears, when, if and as declared by the Board of Directors, if ever, on a semi-annual basis. No dividend or distribution other than a dividend or distribution paid in common stock or in any other junior stock shall be declared or paid or set aside for payment on the common stock or on any other junior stock unless full cumulative dividends on all outstanding shares of the Series B shall have been declared and paid. These dividends are not recorded until declared by the Company. As of June 30, 2025 and December 31, 2024, the liquidation preference of the Series B is approximately \$298 million and \$292.4 million, respectively, including dividends in arrears.

Upon any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, and after payment of any senior liquidation preferences of any series of Preferred Stock, and before any distribution or payment is made with respect to any common stock, holders of each share of the Series B shall be entitled to be paid an amount equal in the greater of (a) the face value denominated thereon subject to adjustment for stock splits, stock dividends, reorganizations, reclassification or other similar events plus, in the case of each share, an amount equal to all dividends accrued or declared but unpaid thereon, computed to the date payment thereof is made available, or (b) such amount per share of the Series B immediately prior to such liquidation, dissolution or winding up, or (c) the liquidation preference of \$1.00 per share, and the holders of the Series B shall not be entitled to any further payment.

Series C - Convertible Preferred stock

On November 13, 2006, the Company filed a Certificate of Designation creating a Series C Convertible Preferred Stock classification for 100,000 shares. This was subsequently amended on January 11, 2007 to allow the issuance of 150,000 shares.

The shares of the Series C are non-voting and convertible, at the option of the holder, into common shares after one year from issuance. The number of common shares to be issued per Series C share is calculated by dividing \$25.20 by the 10 DMA (daily moving average), adjusted for the 200:1 reverse split effected in 2010. That formula computes as: $(\$25.20/10DMA)/200$. Neither of the Series C shareholders have exercised their conversion right and there are 150,000 Series C shares issued and outstanding on June 30, 2025 and December 31, 2024.

The holders of record of the Series C shall be entitled to receive cumulative dividends at the rate of five percent per annum (5%), compounded quarterly, on the face value (\$25.00 per share) when, if and as declared by the Board of Directors, if ever. All dividends, when paid, shall be payable in cash, or at the option of the Company, in shares of the Company's common stock. Dividends on shares of the Series C that have not been redeemed shall be payable quarterly in arrears, when, if and as declared by the Board of Directors, if ever, at the time of conversion. These dividends are not recorded until declared by the Company. As of December 31, 2023, no dividends have been declared. As of June 30, 2025 and December

31, 2024, the liquidation preference of the Series C is approximately \$3.7 million, and \$3.6 million, respectively, including dividends in arrears.

NOTE I - RELATED PARTY TRANSACTIONS

The Company has borrowed money from related parties from time to time – See Note G. At June 30, 2025 and December 31, 2024, the Company had other amounts due to related parties of approximately \$2,000,000 and \$4,000,000, respectively.

NOTE J – LEASES

The Company leases facilities under operating leases with expiration dates at December 31, 2026 and November 30, 2025. Combined monthly rent is approximately \$96,000 for such facilities.

Operating leases are presented in the Company’s consolidated balance sheets as right-of-use assets from leases, current lease liabilities and long-term lease liabilities. The assets and liabilities from Company leases are recognized at the lease commencement date based on the present value of remaining lease payments over the lease term using the Company’s incremental borrowing rates. Short-term leases, which have an initial term of 12 months or less, are not recorded on the balance sheet. As the Company’s operating leases do not provide implicit rates, the Company has utilized its incremental borrowing rate, determined based on the long-term borrowing costs of companies with similar credit profiles, to record its lease obligations. For operating leases, the Company recognizes the minimum rental expense on a straight-line basis based on the fixed components of a lease arrangement. The Company will amortize this expense over the term of the lease beginning with the lease commencement date.

The following table presents information about the amount and timing of liabilities arising from the Company’s operating leases as of June 30, 2025 and December 31, 2024:

	<u>June 2025</u>	<u>December 2024</u>
Total undiscounted operating lease payments	\$1,272,050	\$1,847,756
Less: Imputed interest	<u>(142,015)</u>	<u>(434,343)</u>
Present value of operating lease liabilities	<u>\$1,130,035</u>	<u>\$1,413,143</u>
Weighted average remaining lease term in years	1.30	1.75
Discount rate	11.75%	11.75%

The Right of Use Asset at June 30, 2025 of approximately \$1,017,000 will be amortized over the 1.3 years remaining average lease terms. Rent expense was approximately \$570,000 and \$190,000 for the six months ended June 30, 2025 and 2024, respectively.

NOTE K - COMMITMENTS AND CONTINGENCIES

Consulting Agreements

The Company has consulting agreements with outside contractors, certain of whom are also Company stockholders. The Agreements are generally for a term of 12 months from inception and renewable

automatically from year to year unless either the Company or Consultant terminates such engagement by written notice.

Litigation

The Company has a number of significant legal matters outstanding at June 30, 2025, as follows:

1. Fairfax Circuit Court – Garnishment Proceeding: *Atlantic Wave Holdings and Secure Community, LLC v. Cyberlux Corporation and HII Mission Technologies Corporation*, Fairfax Circuit Court, Case No. CL2025-3413

This case involves a garnishment action filed against Cyberlux and HII in the Fairfax County Circuit Court by a judgment creditor seeking to collect on an alleged outstanding debt. Cyberlux has opposed the garnishment, arguing that the underlying judgment has been satisfied. The matter has been briefed and argued, and the Court has ordered HII to pay the alleged garnishment amount into the Court. The Court will dismiss HII and have a hearing to determine the actual amount owed if the amount in controversy has been satisfied.

2. Richmond Circuit Court – Breach of Contract Litigation: *Atlantic Wave Holdings and Secure Community, LLC v. Cyberlux Corporation*, et al., Richmond Circuit Court, Case No. CL24003910-00

In this civil action pending in the Circuit Court for the City of Richmond, the plaintiffs allege that Cyberlux breached the terms of a settlement agreement between the parties. Cyberlux has filed an Answer denying the allegations and asserting affirmative defenses. In addition, Cyberlux has brought counterclaims against the plaintiffs, including breach of contract and violations of Virginia’s usury statutes. The litigation is ongoing, with the parties engaged in motion practice and discovery.

3. U.S. District Court for the Eastern District of Virginia, Richmond Division – Interpleader Action: *HII Mission Technologies Corporation v. Cyberlux Corporation*, et al., USDC Richmond Division, Civil Action No. 3:25cv483

This is an interpleader action initiated by HII in the U.S. District Court for the Eastern District of Virginia, Richmond Division. HII seeks a judicial determination as to the rightful ownership of disputed funds to which multiple parties, including Cyberlux, have asserted claims. The case will resolve the competing claims and direct the disbursement of the funds to the prevailing party. The matter is currently in the early stages of litigation, with the defendants responding to the complaint and the Court setting a schedule for further proceedings. Among other items, it is anticipated that a long-standing tax dispute in the amount of approximately \$1.1 million will be satisfied in this action.

4. First Court of Appeals — Houston — Appeal of Trial Court Order Appointing Receiver: *Atlantic Wave Holdings, LLC and Secure Community, LLC v. Cyberlux Corporation and Mark D. Schmidt*, First Court of Appeals—Houston, 01-25-00455-CV.

This action arose from Cyberlux’s and Schmidt’s appeal of a Harris County trial court’s May 22, 2025 Order Appointing Receiver in *Atlantic Wave Holdings, LLC and Secure Community, LLC v. Cyberlux Corporation and Mark D. Schmidt*, 129th Judicial District Court for Harris County, Texas, Cause No. [2024-48085](#).

On June 11, 2025, funds sufficient to satisfy the Virginia consent judgment from which the trial court action arose were paid to the court-appointed receiver. The court-appointed receiver filed a Final Report, Final Accounting, Verified Motion for Disbursement of Funds & Motion to Terminate Receivership. The trial court did not correct several errors in its Order Appointing Receiver, including the judgment amount, and would not stay the Order Appointing Receiver until the receiver's unsubstantiated and undocumented fees and expenses were determined. Cyberlux filed a direct appeal and petition for writ of mandamus on June 20, 2025, along with an emergency motion for a stay. On June 30, 2025, the First Court of Appeals entered an interim order staying the trial court's Order Appointing Receiver until the Court resolves the emergency motion. Cyberlux's appeal remains pending, and the stay remains in effect. Recently, Montague Capital Partners LLC filed a petition to intervene in this action, seeking, in part, to stop the receiver's attempted nationwide receivership.

5. *Southern District of Texas, Houston Division — Contract Dispute: Phillip Rick Tucker, a/k/a Rick Tucker, and Neill Whiteley, Individually v. Cyberlux Corporation, Southern District of Texas, Houston Division, Civil Action No. 4:25-cv-02770.*

This action is a contract dispute brought by two former employees and the former owners of Catalyst Machineworks, LLC. Plaintiffs allege breach of contract, asserting that Cyberlux failed to pay wages, bonuses, and failed to transfer shares pursuant to Plaintiffs' employment agreements. Cyberlux is vigorously defending this action and has filed a motion to dismiss and/or transfer venue. Plaintiffs have engaged in various motion practice, which remain to be resolved by the Court. Plaintiffs failed to respond to this motion, and Cyberlux anticipates that it will prevail on its motion to dismiss and/or transfer venue.

6. *San Diego Superior Court — Application to Enforce Out of State Judgment: Atlantic Wave Holdings, LLC and Secure Community, LLC v. Cyberlux Corporation, San Diego Superior Court, Case No. 37-2024-00010206-CU-EN-NC.*

Atlantic Wave and Secure Community have also filed a sister-state application, which was removed to the U.S. District Court for the Southern District of California, U.S. District Court, Southern District of California, No. 3-24-cv-00482-RBM-VET. The District Court remanded the matter to the San Diego Superior Court, Case No. 37-2024-00010206-CU-EN-NC, but there has been no other activity for several months.

Other legal matters:

U.S. District Court, Southern District of California — Contract Dispute: RB Capital Partners, LLC v. Cyberlux Corporation, U.S. District Court, Southern District of California, Case No. 3-24-cv-01434-AJB-DTF.

RB Capital Partners, LLC also filed an action against Cyberlux, U.S. District Court, Southern District of California, Case No. 3:24-cv-01434-AJB-DTF, which has been in settlement discussions with the Magistrate Judge.

The Company is subject to other legal proceedings and claims, which arise in the ordinary course of its business. Although occasional adverse decisions or settlements may occur, the Company believes that the final disposition of such matters should not have a material adverse effect on its consolidated financial

position, results of operations or liquidity as the Company has generally recorded liabilities for expected amounts due vendors and lenders.

NOTE L – LINE OF CREDIT

In March 2024, as amended in April 2024, the Company amended its one-year purchase order financing arrangement providing up to \$7 million of financing subject to specific purchase orders from government customers. The advances under this agreement bear interest at the US prime rate plus 0.0164% and are collateralized by the accounts receivable, inventory and other assets related to the specific purchase orders. Payments received from customers under these specific purchase orders are required to be remitted to the lender. During the year ended December 31, 2024, the Company borrowed \$6.95 million against this facility. Interest accrued at June 30, 2025 was approximately \$1,015,000. Interest expense for the six months ended June 30, 2025 and 2024 was approximately \$253,000 and \$62,000, respectively. In April 2025, the Company amended the agreement to, among other items, increase the borrowing limit under the agreement to \$12.3 million and extend the term through July 28, 2025, subject to an acknowledgement of default and payment of default interest. In June 2025, approximately \$3 million was borrowed under this agreement, which funds were directly remitted to the receiver as noted above.

NOTE M – INCOME TAXES

The Company had no significant current income taxes due in the six months ended June 30, 2025 and 2024 because of the losses generated in each period.

At December 31, 2024, the Company had Federal net operating loss (NOL) carryforwards of approximately \$26 million. The federal NOL carryforwards began to expire in 2024. Of the total Federal net operating losses, the amounts incurred after 2017 of approximately \$18 million will carry forward indefinitely. Sections 382 and 383 of the Internal Revenue Code, and similar state regulations, contain provisions that may limit the NOL carryforwards available to be used to offset income in any given year upon the occurrence of certain events, including changes in the ownership interests of significant stockholders. In the event of a cumulative change in ownership in excess of 50% over a three-year period, the amount of the NOL carryforwards that the Company may utilize in any year may be limited. Although the Company has not undertaken a formal analysis, an ownership change may have occurred prior to December 31, 2024, which would reduce the NOL available for use in future periods.

Deferred tax assets resulting from the net operating losses and certain temporary differences were partially offset by a deferred tax liability resulting from a basis difference in the intangible assets of Datron. In accordance with ASC 740, the Company recorded a valuation allowance to fully offset the gross deferred tax asset because it is not "more likely than not" that the Company will realize future benefits associated with these deferred tax assets at December 31, 2024 or June 30, 2025.

Management has evaluated and concluded that there were no material uncertain tax positions requiring recognition in the Company's financial statements as of June 30, 2025 or December 31, 2024. The Company does not expect any significant changes in its unrecognized tax benefits within twelve months of the reporting date. No income tax audits were commenced or were in process for the taxable periods that ended June 30, 2025 or the year ended December 31, 2024. No income tax related interest or penalties were incurred during the six months ended June 30, 2025 or the year ended December 31, 2024.

NOTE N - SUBSEQUENT EVENTS

The Company has evaluated subsequent events through the date the consolidated financial statements were available to be issued and determined that there have been no events that have occurred that would require adjustments to our disclosures in the consolidated financial statements, except as noted below.

Subsequent to June 30, 2025, the Company has entered into three merchant cash advance agreements requiring the payback of approximately \$860,000 in installments over 16 to 20 weeks. The agreements provide for reduced payback amounts if repaid on an accelerated basis.

Issuer Certification

Principal Executive Officer:

The issuer shall include certifications by the chief executive officer and chief financial officer of the issuer/r (or any other persons with different titles but having the same responsibilities) in each Quarterly Report or Annual Report.

The certifications shall follow the format below:

I, Mark D. Schmidt, certify that:

1. I have reviewed this Disclosure Statement for Cyberlux Corporation;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

8/14/2025

/s/ Mark D. Schmidt

Principal Financial Officer:

I, David D. Downing certify that:

1. I have reviewed this Disclosure Statement for Cyberlux Corporation;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

8/14/2025

/s/ David Downing