

# CYBERLUX CORP

## **FORM 8-K** (Current report filing)

Filed 06/14/07 for the Period Ending 06/05/07

Address	4625 CREEKSTONE DRIVE SUITE 100 DURHAM, NC 27703
Telephone	919-474-9700
CIK	0001138169
Symbol	CYBL
SIC Code	3674 - Semiconductors and Related Devices
Industry	Electronic Instr. & Controls
Sector	Technology
Fiscal Year	12/31

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities and Exchange Act of 1934

Date of Report (Date of earliest reported): June 5, 2007

CYBERLUX CORPORATION

(Exact name of registrant as specified in charter)

Nevada  
(State or other jurisdiction  
of incorporation)

000-33415  
(Commission  
File Number)

91-2048978  
(IRS Employer  
Identification No.)

4625 Creekstone Drive, Suite 130, Research Triangle Park, Durham, NC  
(Address of principal executive offices)

27703  
(Zip Code)

Registrant's telephone number, including area code: (919) 474-9700

Copies to:

Gregory Sichenzia, Esq.  
Sichenzia Ross Friedman Ference LLP  
61 Broadway, 32nd Floor  
New York, New York 10006  
Phone: (212) 930-9700  
Fax: (212) 930-9725

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement**

On June 5, 2007, Cyberlux Corporation entered a Warrant Purchase Agreement with AJW Offshore, Ltd., AJW Partners, LLC, AJW Qualified Partners, LLC and New Millennium Capital Partners II, LLC to re purchase warrants to purchase an aggregate of 67,750,000 shares of common stock in exchange for \$150,000.

**ITEM 9.01 Financial Statements and Exhibits.**

(c) Exhibits.

10.1 Warrant Purchase Agreement, dated June 5, 2007, by and among Cyberlux Corporation, AJW Offshore, Ltd., AJW Partners, LLC, AJW Qualified Partners, LLC and New Millennium Capital Partners II, LLC

## **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

### **CYBERLUX CORPORATION**

Dated: June 14, 2007

By: /s/ DON EVANS

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Don Evans,  
Chief Executive Officer

**WARRANT PURCHASE AGREEMENT**

This Warrant Purchase Agreement (this "**Agreement**") is made and entered into as of the 5th day of June, 2007, by and between Cyberlux Corporation, a Nevada corporation, ("**Purchaser**") AJW Offshore, LTD, AJW Partners, LLC, AJW Qualified Partners, LLC, New Millenium Capital Partners II, LLC. (collectively the "**Sellers**"), All of the foregoing collectively referred to as the "Parties."

**WHEREAS**, each Seller owns warrants entitling such Seller to purchase that number of shares of Common Stock of the Purchaser, set forth opposite such Seller's name in **Exhibit A** (collectively the "**Warrant Stock**");

**WHEREAS**, Sellers desire to sell the Warrants to the Purchaser, pursuant to the terms and conditions contained herein;

**WHEREAS**, the purchase price for the Warrants will be \$150,000 (the "**Warrant Purchase Price**");

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, conditions, representations, and warranties contained in this Agreement, the Purchaser and each Seller hereby agree as follows:

**1. PURCHASE AND SALE OF WARRANTS.**

(a) Subject to the terms and conditions of this Agreement, at the Closing (as defined below, each seller hereby agrees to sell to Purchaser and the Purchaser hereby agrees to purchase from each Seller, all right, title and interest in and to the Warrants in consideration for the Warrant Purchase Price.

(b) Subject to all the terms and conditions of this Agreement, in payment for the Warrants, Purchaser shall deliver to each Seller at the Closing, by means of a bank wire transfer, the amount indicated on Exhibit A set opposite the name of each Seller. This consideration shall be payment in full for all of the Warrants.

(c) The purchase and sale of the Warrants shall be held at the offices of the John W. Ringo, Attorney at Law, 241 Lamplighter Lane, Marietta, Georgia 30067 within two business days of the execution hereof (the "Closing Date"), or at such other place, time and date as Sellers and Purchaser shall mutually agree. At the Closing, the Sellers shall deliver to Purchaser, the certificates representing the Warrants, and Purchaser shall deliver to the Sellers the Warrant Purchase Price to the escrow account of John W. Ringo, Attorney at Law in order to complete the transaction.

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## 2. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each of the Sellers hereby represents and warrants to the Purchaser that the statements contained in this Section 2 are correct and complete as of the date of this Agreement and shall correct and complete as of the Closing Date with respect to each of the Sellers as follows:

**2.1 AUTHORIZATION OF TRANSACTIONS.** Seller has full power and authority to execute and deliver this Agreement and to perform execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Each Seller, enforceable in accordance with its terms and conditions. Seller need not give any notice to, make any filing with, or obtain, any authorization, consent or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

**2.2 WARRANTIES.** The Sellers hold of record and own beneficially the Warrants for the number of shares of common stock purchasable under the Warrants, set forth opposite such Seller's name in Exhibit A, free and clear of any restrictions on transfer (other than restrictions under the Securities Act and State securities laws), taxes, security interests, purchase rights, contracts, commitments, claims, liens, charges, pledges, encumbrances and demands of any kind or nature whatsoever .

## 3. REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser represents and warrants to the Sellers that the, statements contained in the Section 3 are correct and complete as of the date hereof and will correct and complete as of the Closing Date as follows:

**AUTHORITY.** The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada. The purchaser has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and thereby. All corporate acts and other proceedings required to be taken by the Purchaser to authorize the execution, delivery and performance of the Agreement and the consummation of the transactions contemplated hereby and thereby have been duly and properly taken. This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.

## 4. CONDITIONS OF CLOSING.

**4.1** The following shall be conditions precedent to the Purchaser's obligations hereunder, and shall be accomplished at or before the Closing:

(a) the representations and warranties set forth in Section 2 above shall be true and correct in all material respects at and as of the Closing Date;

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(b) execution and delivery of this Agreement by the Sellers; and

(c) assignment and delivery of the Warrant Stock to the Purchaser.

**4.2** The following shall be conditions precedent to the Sellers' obligations hereunder, and shall be accomplished on or before the Closing:

(a) the representations and warranties set forth in Section 3 above shall be true and correct in all material respects at and as of the Closing Date; and

(b) execution and delivery of this Agreement by the Purchaser; and

(c) payment of the Warrant Purchase Price to the Sellers by the Purchaser.

**5. MISCELLANEOUS PROVISIONS.**

**5.1 MODIFICATIONS AND WAIVERS.** This Agreement may not be amended or modified, nor may the rights of any party hereunder be waived, except by a written document that is executed by the Parties.

**5.2 NOTICES .** Any notice, request, consent, or other communication hereunder shall be in writing, and shall be sent by one of the following means: (i) by registered or certified first class mail, postage prepaid; (ii) by facsimile transmission; (iii) by reputable overnight courier service; or (iv) by personal delivery, and shall be properly addressed as follows:

If to the Purchaser, to:

Cyberlux Corporation  
4625 Creekstone Drive  
Suite 130  
Durham, NC 27703  
Attention: Donald F. Evans  
Chief Executive Officer  
Facsimile: (919) 474-9712

If to the Sellers, to:

To each Seller as set forth on Exhibit A

or to such other address or addresses as the Sellers or Purchaser shall hereafter designate to the other party in writing

**5.3 ENTIRE AGREEMENT.** This Agreement, including the Exhibits hereto, constitutes the entire agreement between the Parties hereto in relation to the matters contemplated hereby. Any prior written or oral negotiations, correspondence, or understandings relating to the matters contemplated hereby shall be superseded by this Agreement and shall have no force or effect.

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**5.4 FURTHER ASSURANCES.** Each Party hereby agrees to take all actions, and execute all documents and instruments as either Party deems reasonably necessary or appropriate to give effect to this Agreement.

**5.5 SEVERABILITY.** If any provision which is not essential to the effectuation of the basic purpose of the Agreement is determined by a court of competent jurisdiction to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of the remaining provisions of this Agreement'

**5.6 HEADINGS.** The headings of the Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of any provisions hereof.

**5.7 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

**5.8 GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada without regard to the law of conflict of laws.

(Signature page follows)

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**IN WITNESS WHEREOF** , the undersigned Purchaser and the Sellers have caused this Agreement to be duly executed as of the date first above written.

**CYBERLUX CORPORATION**

/s/ DONALD F. EVANS

Donald F. Evans

Chief Executive Officer

**AJW PARTNERS, LLC**

By: SMS Group, LLC

/s/ COREY S. RIBOTSKY

Corey S. Ribotsky

Manager

**AJW OFFSHORE, LTD.**

By: First Street Manager II, LLC

/s/ COREY S. RIBOTSKY

Corey S. Ribotsky

Manager

**AJW QUALIFIED PARTNERS, LLC**

By: AJW Manager, LLC

/s/ COREY S. RIBOTSKY

Corey S. Ribotsky

Manager

**NEW MILLENNIUM CAPITAL PARTNERS II, LLC**

By: First Street Manager II, LLP

/s/ COREY S. RIBOTSKY

Corey S. Ribotsky

Manager

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**EXHIBIT A**

**AJW PARTNERS, LLC**

RESIDENCE: Delaware

ADDRESS: 1044 Northern Boulevard  
Suite 302  
Roslyn, New York 11576  
Facsimile: (516) 739-7115  
Telephone: (516) 739-7110

<b>Number of Warrants:</b>		<b>6,724,500</b>
<b>Aggregate Sale Price</b>	<b>\$</b>	<b>15,000</b>

**AJW OFFSHORE, LTD**

RESIDENCE: Cayman Islands

ADDRESS: AJW Offshore, Ltd.  
P.O. Box 32021 SMB  
Grand Cayman, Cayman Island, B.W.I.

<b>Number of Warrants:</b>		<b>40,043,300</b>
<b>Aggregate Sale Price</b>	<b>\$</b>	<b>88,500</b>

**AJW QUALIFIED PARTNERS, LLC**

RESIDENCE: New York

ADDRESS: 1044 Northern Boulevard  
Suite 302  
Roslyn, New York 11576  
Facsimile: (516) 739-7115  
Telephone: (516) 739-7110

<b>Number of Warrants:</b>		<b>20,167,200</b>
<b>Aggregate Sale Price</b>	<b>\$</b>	<b>45,000</b>

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**NEW MILLENNIUM CAPITAL PARTNERS II, LLC**

RESIDENCE: New York

ADDRESS: 1044 Northern Boulevard  
Suite 302  
Roslyn, New York 11576  
Facsimile: (516) 739-7115  
Telephone: (516) 739-7110

<b>Number of Warrants:</b>		<b>815,000</b>
<b>Aggregate Sale Price;</b>	<b>\$</b>	<b>1,500</b>