

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of report (date of earliest event reported): September 4, 2019

DRONE AVIATION HOLDING CORP.

(Exact name of registrant as specified in its charter)

Nevada

(State or Other Jurisdiction
of Incorporation)

333-150332

(Commission File Number)

46-5538504

(IRS Employer
Identification No.)

11651 Central Parkway #118, Jacksonville, FL 32224

(Address of principal executive offices)

Registrant's telephone number, including area code: **(904) 834-4400**

Not applicable

(Registrant's former name or former address, if changed since last report)

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 Instruction 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement

On September 4, 2019, Drone Aviation Holding Corp. (the “Company”) and Robert Guerra, a former member of the Company’s Board of Directors (see Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers, below) entered into a Stock Redemption Agreement (the “Stock Redemption Agreement”). Pursuant to the terms of the Stock Redemption Agreement, Mr. Guerra agreed to sell, and the Company agreed to purchase, 100,000 shares of the Company’s common stock owned by Mr. Guerra in exchange for \$50,000 in cash (the “Stock Purchase”). The Stock Purchase closed on September 4, 2019.

The foregoing description of the Stock Redemption Agreement is not a complete description of all of the parties’ rights and obligations under the Stock Redemption Agreement, and is qualified in its entirety by reference to the Stock Redemption Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

On August 31, 2019, Jay H. Nussbaum, the Company’s Chairman of the Board and Chief Executive Officer, passed away. On September 4, 2019, the Company’s Board of Directors (the “Board”) appointed David Aguilar, who has served as a member of the Board since 2017, as Chairman of the Board.

On November 10, 2017, the Company and Global Security Innovative Strategies, LLC (“GSIS”) entered into an agreement pursuant to which GSIS agreed to provide business development support and general consulting services for sales opportunities with U.S. government agencies and other identified prospects. Mr. Aguilar is a principal at GSIS. The agreement is for a period of six months beginning on November 1, 2017. The Company agreed to pay GSIS a fee of \$10,000 per month and will evaluate the fee after 90 days. On September 26, 2018, the parties amended the agreement to extend the period of service through September 2019 with monthly auto renew extensions thereafter. The Company also agreed to issue 100,000 options to purchase Company stock which were immediately vested, had a strike price of \$1.00 and terminate on September 26, 2022. The Company agreed to pay the expenses of GSIS incurred in connection with the performance of its duties under the agreement. Either party may terminate or renew the agreement at any time, for any reason or no reason, upon at least 30 days’ notice to the other party.

On January 9, 2017, the Company, Mr. Aguilar and GSIS entered into a director agreement (the “2017 Director Agreement”) pursuant to which Mr. Aguilar consented to serve as a director of the Company consistent with his duties as a principal of GSIS for a or a term of up to two years if elected or appointed and, upon re-appointment or election to the Board of the Company, to serve as a member of the Board of the Company. On March 20, 2019, the Board reappointed Mr. Aguilar to another two-year term commencing January 9, 2019. Pursuant to the terms of the 2017 Director Agreement, the Company agreed, if Mr. Aguilar became a director, that his director compensation payable pursuant to the 2017 Director Agreement would be an annual fee of \$24,000 paid to GSIS. On September 4, 2019, in connection with Mr. Aguilar’s appointment as Chairman of the Board, the parties to the 2017 Director Agreement agreed to amend the 2017 Director Agreement (“2017 Amendment”) pursuant to which the Company agreed to pay Mr. Aguilar an annual fee of \$120,000 in exchange for his services as Chairman of the Board.

The foregoing description of the 2017 Amendment is not a complete description of all of the parties’ rights and obligations under the 2017 Agreement and is qualified in its entirety by reference to the 2017 Agreement, a copy of which is filed as Exhibits 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Also, on September 4, 2019, the Board appointed Daniyel Erdberg as the Company’s Chief Executive Officer and as a member of the Board to fill the vacancy created by Mr. Nussbaum’s death. Mr. Erdberg will continue to serve as the Company’s President. Mr. Erdberg was appointed Chief Operating Officer on June 3, 2014. He resigned that position on October 2, 2015 and was appointed President that same day. Over the past 15 years, Mr. Erdberg has been involved in operations of companies in various sectors of technology, including software development, telecommunications, wireless networking and unmanned aerial systems. Mr. Erdberg graduated from Florida International University with a B.A. in International Business. On January 25, 2019, the Company completed the sale of 150,000 shares of its common stock to Mr. Erdberg pursuant to an amended and restated stock purchase agreement at \$0.50 per share for an aggregate of \$75,000. Of this amount, Mr. Erdberg delivered a full-recourse promissory note payable with a maturity date of January 25, 2020 in the amount of \$50,000 to the Company. The promissory note, which bore a fixed interest rate of 3% per annum, was cancelled on April 30, 2019 pursuant to a Stock Redemption and Note Cancellation Agreement.

On May 18, 2015, the Company entered into an employment agreement with Mr. Erdberg (as amended through December 4, 2018, the “Erdberg Employment Agreement”), pursuant to which Mr. Erdberg agreed to serve as the Company’s Chief Operating Officer for a period of two years, subject to renewal for successive one-year terms, in consideration for an annual salary of \$140,000. On October 2, 2015, Mr. Erdberg resigned as Chief Operating Officer, and the Erdberg Employment Agreement was amended to reflect his appointment as President of the Company. The Erdberg Employment Agreement was subsequently further amended to increase Mr. Erdberg’s base salary to \$150,000 and to extend his term of employment to December 31, 2018. On August 3, 2017, the Erdberg Employment Agreement was amended to reflect an increase in Mr. Erdberg’s base salary to \$165,000. On December 4, 2018, the Erdberg Employment Agreement was amended to reflect an increase in Mr. Erdberg’s base salary to \$175,000 and to extend his term of employment to December 31, 2019. Under the Erdberg Employment Agreement, Mr. Erdberg is eligible for an annual cash bonus in an amount equal to up to 150% of his then-current base salary if the Company meets or exceeds criteria adopted by the Compensation Committee of the Board of Directors. Mr. Erdberg is also eligible for grants of awards under stock option or other equity incentive plans of the Company as the Compensation Committee may from time to time determine and is entitled to participate in all benefits plans the Company provides to its executives. The Company will reimburse Mr. Erdberg for all reasonable out-of-pocket expenses actually incurred or paid in the course of his employment. In the event Mr. Erdberg’s employment is terminated without Cause or by Mr. Erdberg with Good Reason (as such terms are defined in the Erdberg Employment Agreement), then in addition to receiving accrued but unpaid compensation and vacation pay through the end of the term of employment, benefits accrued and outstanding under benefit plans, and the reimbursement of documented, unreimbursed expenses prior to the date of termination, Mr. Erdberg shall be entitled to receive severance benefits equal to six months of his then-current base salary, continued coverage under the Company’s benefit plans for a period of 12 months after his termination date and payment of his pro-rated earned annual bonus. Mr. Erdberg has also agreed to non-competition and non-solicitation provisions during the term of his employment and for one year thereafter.

In connection with Mr. Erdberg’s appointment as Chief Executive Officer and director, the Company and Mr. Erdberg entered into Amendment No. 6 (“Amendment No. 6”) to the Employment Agreement on September 4, 2019. Pursuant to the terms of Amendment No. 6, the term of employment was extended to December 31, 2020 and the annual base salary payable under the Employment Agreement was increased from \$175,000 to \$250,000.

The foregoing description of Amendment No. 6 is not a complete description of all of the parties’ rights and obligations under Amendment No. 6 and is qualified in its entirety by reference to Amendment No. 6, a copy of which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

On September 4, 2019, Robert Guerra resigned as a director, effective immediately. Mr. Guerra’s resignation was not the result of any disagreement with the Company on any matter relating to its operation, policies or practices. The Board will commence a search for an additional director to fill the vacancy resulting from Mr. Guerra’s resignation. The Board expects that Mr. Guerra’s replacement would be independent and would serve on the Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee.

As a result of these changes, as of September 5, 2019, the Company’s officers and directors are as follows:

Name	Age	Positions and Offices
Daniyel Erdberg	41	Chief Executive Officer, President and Director
Kendall Carpenter	63	Executive Vice President, Chief Financial Officer, Secretary and Treasurer
Felicia Hess	52	Chief Quality Officer
David Aguilar	63	Chairman of the Board
Timothy Hoechst	53	Director and Chairman of the Compensation Committee
John E. Miller	78	Director and Chairman of the Audit Committee

Item 8.01. Other Events.

On August 31, 2019, Mr. Nussbaum, the Company’s Chairman of the Board and Chief Executive Officer, passed away. The Company issued a press release regarding Mr. Nussbaum’s passing on September 5, 2019. A copy of this press release is attached hereto as Exhibit 99.1 and incorporated herein by reference. The information contained in the website is not a part of this current report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Stock Redemption Agreement dated September 4, 2019 between the registrant and Robert Guerra.
10.2	Amendment No. 1 to Director Agreement dated September 4, 2019 among the registrant, Global Security Innovative Strategies, LLC and David Aguilar.
10.3	Amendment No. 6 to Employment Agreement dated September 4, 2019 between the registrant and Daniyel Erdberg.
99.1	Press release of the registrant dated September 5, 2019.

SIGNATURE

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

DRONE AVIATION HOLDING CORP.

Date: September 5, 2019

By: /s/ Kendall Carpenter
Kendall Carpenter
Chief Financial Officer

STOCK REDEMPTION AGREEMENT
Dated as of September 4, 2019

This Stock Redemption Agreement (this "Agreement"), dated as of the date first set forth above (the "Effective Date"), is entered into by and between Drone Aviation Holding Corp., a Nevada corporation (the "Company") and Robert Guerra ("Shareholder").

RECITALS

WHEREAS, Shareholder is the owner of 100,000 shares of common stock, par value \$0.0001 per share, of the Company (the "Common Stock"), purchased for \$50,000 pursuant to the Common Stock Purchase Agreement between the Company, Shareholder as a "Purchaser" thereunder and the other purchasers thereunder (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms and conditions of this Agreement, Shareholder desires to sell, and the Company desires to purchase, all of the Shareholder's rights, title, and interest in and to the 100,000 shares of Common Stock acquired by the Shareholder pursuant to the Purchase Agreement (collectively, the "Shares") as further described herein; and

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Shareholder shall sell, assign, transfer, convey, and deliver to the Company, and the Company shall accept and purchase, the Shares and any and all rights in the Shares to which Shareholder is entitled, and by doing so Shareholder shall be deemed to have assigned all of Shareholder's rights, titles and interest in and to the Shares to the Company. The consideration for the acquisition of the Shares shall be a total purchase price of \$50,000.00 (the "Redemption price"). The purchase and sale of the Shares (the "Closing") shall be held on the date hereof. At the Closing, Shareholder shall deliver to the Company the Stock Power as attached hereto as Exhibit A, duly endorsed by Shareholder; and the Company shall deliver to Shareholder the Redemption Price via a check or wire transfer.
2. Representations and Warranties of the Shareholder. Shareholder represents and warrants to the Company as set forth below.
 - 2.1. Right and Title to Shares. Shareholder legally and beneficially owns the Shares and no other party has any rights therein or thereto. There are no liens or other encumbrances of any kind on the Shares and Shareholder has the sole right to dispose of the Shares. There are no outstanding options, warrants or other similar agreements with respect to the Shares.

- 2.2. Organization and Standing: Authority. Shareholder is natural person and has all requisite power and authority to own its properties and conduct its business as it is now being conducted. Shareholder has all requisite rights and authority or the capacity to execute, deliver and perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Shareholder, and no other proceedings on the part of such party are necessary to authorize the execution, delivery and performance of this Agreement or the transactions contemplated hereby or thereby on the part of Shareholder. The execution, delivery and performance of this Agreement will not (x) violate, conflict with, or result in the breach, acceleration, default or termination of, or otherwise give any other contracting party the right to terminate, accelerate, modify or cancel any of the terms, provisions, or conditions of any material agreement or instrument to which Shareholder is a party or by which it or its assets may be bound or (y) constitute a violation of any material applicable law, rule or regulation, or of any judgment, order, injunctive award or decree of any governmental authority applicable to Shareholder or (z) conflict with, result in the breach or termination of any provision of, or constitute a default under (in each case whether with or without the giving of notice or the lapse of time, or both) Shareholder's organizational or operating documents or any order, judgment, arbitration award, or decree to which such Shareholder is a party or by which it or any of its assets or properties are bound. No approval, authority, or consent of or filing by Shareholder with, or notification to, any governmental authority, is necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions contemplated herein.
- 2.3. Enforceability. This Agreement has been duly executed and delivered by Shareholder and, assuming that this Agreement constitutes the legal, valid and binding obligation of the Company, constitutes the legal, valid, and binding obligation of Shareholder, enforceable against Shareholder in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally.
3. Representations and Warranties of the Company. The Company represents and warrants to Shareholder as set forth below.
- 3.1. Organization and Standing: Authority. The Company is duly organized, validly existing, and in good standing under the laws of the State of Nevada and has all requisite power and authority to own its properties and conduct its business as it is now being conducted. The nature of the business and the character of the properties the Company owns or leases do not make licensing or qualification of such party as a foreign entity necessary under the laws of any other jurisdiction, except to the extent such licensing or qualification have already been obtained. The Company has all requisite rights and authority or the capacity to execute, deliver and perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of the Company, and no other proceedings on the part of such party are necessary to authorize the execution, delivery and performance of this Agreement or the transactions contemplated hereby or thereby on the part of the Company. The execution, delivery and performance of this Agreement will not (x) violate, conflict with, or result in the breach, acceleration, default or termination of, or otherwise give any other contracting party the right to terminate, accelerate, modify or cancel any of the terms, provisions, or conditions of any material agreement or instrument to which the Company is a party or by which it or its assets may be bound or (y) constitute a violation of any material applicable law, rule or regulation, or of any judgment, order, injunctive award or decree of any governmental authority applicable to the Company or (z) conflict with, result in the breach or termination of any provision of, or constitute a default under (in each case whether with or without the giving of notice or the lapse of time, or both) the Company's organizational documents, or any order, judgment, arbitration award, or decree to which such the Company is a party or by which it or any of its assets or properties are bound. No approval, authority, or consent of or filing by the Company with, or notification to, any governmental authority, is necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions contemplated herein.

- 3.2. Enforceability. This Agreement has been duly executed and delivered by the Company and, assuming that this Agreement constitutes the legal, valid and binding obligation of Shareholder, constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally.
4. Miscellaneous.
- 4.1. Further Assurances. From time to time, whether at or following the Closing, each party shall make reasonable commercial efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable, including as required by applicable laws, to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.
- 4.2. Expenses; Fees. Each of the parties shall pay its own costs that it incurs incident to the preparation, execution, and delivery of this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement shall be consummated. Each party hereto agrees to pay the costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in litigation, arbitration, administrative proceeding or any other proceeding related to the enforcement or interpretation of any of the terms of this Agreement.
- 4.3. Consequential Damages. EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.
- 4.4. Representations and Warranties. All representations, warranties, and agreements made by the parties pursuant to this Agreement shall survive the consummation of the transactions contemplated herein until the expiration of the applicable statute of limitations.

- 4.5. Notices. All notices or other communications required or permitted hereunder shall be in writing shall be deemed duly given (a) if by personal delivery, when so delivered, (b) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, or (c) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, the day following being so sent to the addresses of the parties as indicated on the signature page hereto; or (d) if sent via email, when sent with return receipt requested and received, in each case to the addresses as set forth below. Any party may change the address to which notices and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

If to the Company, to:

Drone Aviation Holding Corp.
Attn: Chief Executive Officer
11651 Central Parkway #118
Jacksonville, FL 32224

If to Shareholder, to:

Robert Guerra

- 4.6. Choice of Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law. The parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction located in the State of Florida, County of Duval, to resolve any dispute relating to this agreement and waive any right to move to dismiss or transfer any such action brought in any such court on the basis of any objection to personal jurisdiction or venue.
- 4.7. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.7.
- 4.8. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns. No party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other parties to this Agreement, which any such party may withhold in its absolute discretion.
- 4.9. No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights, remedies or claims upon any Person or entity not a party or a permitted assignee of a party to this Agreement.

- 4.10. Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof or were otherwise breached and that each party hereto shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of the provisions hereof and to enforce specifically the terms and provisions hereof, without the proof of actual damages, in addition to any other remedy to which they are entitled at law or in equity. Each party agrees to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, and agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (a) any other party has an adequate remedy at law, or (b) an award of specific performance is not an appropriate remedy for any reason at law or equity.
- 4.11. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, warranties, and negotiations between the parties. This Agreement may be amended, supplemented, or changed only by an agreement in writing that makes specific reference to this Agreement or the agreement delivered pursuant to it, and must be signed by all of the parties hereto. This Agreement may not be amended by email or other electronic communications.
- 4.12. Interpretation. The parties have jointly participated in the drafting and negotiation of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the parties thereto and no presumption of burden of proof shall arise favoring or burdening any party by virtue of the authorship of any provision in this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in a manner to be effective and valid under applicable law, but if one or more of the provisions of this Agreement is subsequently declared invalid or unenforceable, the invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement. In the event of the declaration of invalidity or unenforceability, this Agreement, as modified, shall be applied and construed to reflect substantially the intent of the parties and achieve the same economic effect as originally intended by its terms. In the event that the scope of any provision to this Agreement is deemed unenforceable by a court of competent jurisdiction, or by an arbitrator, the parties agree to the reduction of the scope of the provision as the court or arbitrator shall deem reasonably necessary to make the provision enforceable under the circumstances. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the parties to this Agreement.
- 4.13. Waiver. Waiver of any term or condition of this Agreement by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.
- 4.14. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each counterpart were on the same instrument.

[Remainder of page intentionally left blank – Signature pages follow]

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

Drone Aviation Holding Corp.

By: /s/ Kendall W. Carpenter

Name: Kendall W. Carpenter

Title: EVP and CFO

Robert Guerra

By: /s/ Robert Guerra

Name: Robert Guerra

AMENDMENT NO. 1
TO
DIRECTOR AGREEMENT

This Amendment No. 1 to the Director Agreement (“Amendment”) between Drone Aviation Holding Corp. and Global Security & Innovative Strategies, LLC and David V. Aguilar dated January 9, 2017 is by and between Drone Aviation Holding Corp., a Nevada corporation with an address 11651 Central Parkway #118, Jacksonville FL 32224 (the “Company”) and Global Security & Innovative Strategies, LLC, an Arizona corporation with an address 1401 H Street NW, Suite 875, Washington, D.C. 20005 (the “Contractor”) effective as of September 4, 2019.

WHEREAS, the parties entered into a two-year director agreement on January 9, 2017; and
WHEREAS, the parties verbally agreed to continue with the agreement until January 9, 2021; and
WHEREAS, the parties wish to amend the agreement as set forth below, with the understanding that all other provisions of the agreement shall remain unchanged;
NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

- 1. Compensation. Annual fee of \$120,000, payable in monthly installments in accordance with the Company’s past accounting practices.
- 2. The terms and conditions of all other sections of the agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first stated above.

DRONE AVIATION HOLDING CORP.

GLOBAL SECURITY & INNOVATIVE STRATEGIES LLC

BY: Kendall Carpenter
Its: EVP and CFO

BY:
Its: Principal
NOMINEE

David V. Aguilar

**AMENDMENT NO. 6 TO
EMPLOYMENT AGREEMENT**

This Amendment No. 6 to the Employment Agreement ("Amendment"), dated September 4, 2019, is by and between Drone Aviation Holding Corp., a Nevada corporation with an address 11651 Central Parkway #118, Jacksonville, FL 32224 (the "Company"), and **Daniyel Erdberg** (the "Executive").

WHEREAS, the parties entered into an Employment Agreement on May 18, 2015 (the "Employment Agreement"); and

WHEREAS, the parties entered into an Amendment No. 1 on October 2, 2015 (Erdberg Amendment No. 1); and

WHEREAS, the parties entered into an Amendment No. 2 on April 27, 2016 (Erdberg Amendment No. 2); and

WHEREAS, the parties entered into an Amendment No. 3 on September 26, 2016 (Erdberg Amendment No. 3); and

WHEREAS, the parties entered into an Amendment No. 4 on August 3, 2017 (Erdberg Amendment No. 4); and

WHEREAS, the parties entered into an Amendment No. 5 on December 4, 2018 (Erdberg Amendment No. 5); and

WHEREAS, the parties wish to further amend the Employment Agreement as set forth below, with the understanding that all other provisions of the Employment Agreement shall remain unchanged;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Section 2 of the Employment Agreement – Duties – is hereby modified in its entirety as follows:

Duties. The Employee shall serve as **Chief Executive Officer and President** of the Corporation, with such duties, responsibilities and authority as are commensurate and consistent with his position, as may be, from time to time, assigned to him by the Board of Directors (the "Board") of the Corporation. The Employee shall also serve as a member of the Company's Board. During the Term (as defined in Section 3.), the Employee shall devote all of his full business time and efforts to the performance of his duties hereunder unless otherwise authorized by the Board. Notwithstanding the foregoing, the expenditure of reasonable amounts of time by the Employee for the making of passive personal investments, the conduct of business affairs and charitable and professional activities shall be allowed, provided such activities do not materially interfere with the services required to be rendered to the Corporation hereunder and do not violate the restrictive covenants set forth in Section 9 below.

2. Section 3 of the Employment Agreement – Term of Employment – is hereby extended from December 31, 2019 to **December 31, 2020**.
3. Section 4 of the Employment Agreement- Compensation of Employee- is hereby modified to **\$250,000 annual base salary and entitled to receive an annual cash bonus in an amount equal to up to one hundred fifty percent (150%) of the current base salary.**

The terms and conditions of all other sections of the Employment Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first stated above.

DRONE AVIATION HOLDING CORP.

By: /s/ David Aguilar

Name: David Aguilar

Title: Chairman of the Board

By: /s/ Daniyel Erdberg

Name: Daniyel Erdberg



Drone Aviation Appoints David V. Aguilar as Chairman of the Board, Dan Erdberg as Chief Executive Officer

Company Accelerates Management Succession Strategy Following Passing of Jay Nussbaum, Chairman and CEO

JACKSONVILLE, FL – September 5, 2019 – Drone Aviation Holding Corp. (OTCQB: DRNE) (“Drone Aviation” or the “Company”), a manufacturer of specialized tethered aerial monitoring and communications platforms serving national defense and homeland security customers, announced today that following the passing of its Chairman and CEO, Jay Nussbaum, on August 31, 2019, it has implemented a management succession strategy, appointing current board member, David V. Aguilar, as Chairman and appointing its current President, Dan Erdberg, to the position of Chief Executive Officer and director.

Mr. Aguilar, who formerly served as the Acting Commissioner of U.S. Customs and Border Protection until his retirement in 2013, was named to Drone Aviation’s Board of Directors in January 2017. As Chairman, Mr. Aguilar will continue to contribute his valuable insights and expertise in his role as Chairman.

Mr. Erdberg has served as President of the Company since October 2015 and served as its Chief Operating Officer from June 2014 until October 2015. As President, Mr. Erdberg has been primarily responsible for corporate development, strategic partnerships and capital markets strategies.

Mr. Aguilar said, “When Jay asked me to join Drone Aviation, I was eager to support his vision because I recognized the potential for our tethered technology to positively impact the operations of the brave men and women that serve and protect this country. For the past two years, I have enjoyed working closely with Jay and the Drone Aviation team as they further developed and refined our product and sales strategies. Through hard work and dedication, management’s efforts are now beginning to produce tangible results and I’m honored to advance Jay’s long-term vision as Chairman of the Board.”

“Jay was committed to building a business that would empower people and enterprises to harness the potential of our tethered drone technology. Our growing deployments with customers, including the U.S. Border Patrol and the U.S. Army, are testaments to both his vision and focus. It is with great respect and admiration for all that Jay accomplished that we honor his legacy and build upon the foundation he created,” said Mr. Erdberg. “On behalf of the entire team at Drone Aviation, our partners and shareholders, we wish to thank Jay for his contributions and send our heart-felt condolences to the Nussbaum family.”



Mr. Nussbaum joined the Board as Chairman in June 2015 and was named CEO of Drone Aviation in April 2016. He played a pivotal role in advancing Drone Aviation's corporate development and commercialization programs, its recapitalization, and the recruitment of its management team and Board of Directors.

About Drone Aviation Holding Corp.

Drone Aviation Holding Corp. (OTCQB: DRNE) develops and manufactures cost-effective, compact and rapidly deployable aerial platforms including lighter-than-air aerostats and drones designed to provide government and commercial customers with enhanced surveillance and communication capabilities. Utilizing a patented tether system, Drone Aviation's products are designed to provide prolonged operational duration capabilities combined with improved reliability, uniquely fulfilling critical requirements in military, law enforcement, commercial, and industrial applications. For more information about Drone Aviation, please visit www.DroneAviationCorp.com or view our reports and filings with the Securities and Exchange Commission (the "SEC") at <http://www.sec.gov>, including the Risk Factors included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2018, as well as information in our Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

Forward-Looking Statements

Statements in this press release that are not historical facts are forward-looking statements that reflect management's current expectations, assumptions, and estimates of future performance and economic conditions, and involve risks and uncertainties that could cause actual results to differ materially from those anticipated by the statements made herein. Forward-looking statements are generally identifiable by the use of forward-looking terminology such as "believe," "expects," "may," "looks to," "will," "should," "plan," "intend," "on condition," "target," "see," "potential," "estimates," "preliminary," or "anticipates" or the negative thereof or comparable terminology, or by discussion of strategy or goals or other future events, circumstances, or effects. Moreover, forward-looking statements in this release include, but are not limited to, those relating to: the ability to support future military needs for advanced voice and data communications applications, the continuation of growing demand for drones for military and state and local law enforcement authorities. The Company's financial results and the forward-looking statements could be affected by many factors, including, but not limited to, demand for the Company's products and services, economic conditions in the U.S. and worldwide, changes in appropriations by Congress and reduced funding for defense procurement and research and development programs, and our ability to recruit and retain management, technical, and sales personnel. Further information relating to factors that may impact the Company's results and forward-looking statements are disclosed in the Company's filings with the SEC. The forward-looking statements contained in this press release are made as of the date of this press release, and the Company disclaims any intention or obligation, other than imposed by law, to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.



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