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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

First Light Acquisition Group, Inc.

(Name of Issuer)

Class A Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

095428108
(CUSIP Number)

Jackson Investment Group, LLC
2655 Northwinds Parkway
Alpharetta, GA 30009
Attention: Jay D. Mitchell, General Counsel
770-643-5612

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 13, 2022

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of Schedule 13D, and is filing this schedule because of 17 C.F.R. § 240.13d-1(e), 17 C.F.R. § 240.13d-1(f), or 17 C.F.R. § 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See 17 C.F.R. § 240.13d-7 for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS Jackson Investment Group, LLC 20-5783109	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION State of Georgia, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 450,000*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 450,000*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 450,000*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.8%**	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

*Consists of 450,000 shares of Class B common stock, par value \$0.0001 per share (the "Class B Common Stock"), of First Light Acquisition Group, Inc. (the "Issuer"). The shares of Class B Common Stock have no expiration date and are convertible into shares of Class A common stock, par value \$0.0001 per share (the "Class A Common Stock"), of the Issuer.

**Based on 4,578,024 shares of Class A Common Stock outstanding, which is the sum of (i) 4,128,024 shares of Class A Common Stock outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission ("SEC") on November 14, 2022, and (ii) 450,000 shares of Class A Common Stock issuable upon the conversion of the 450,000 shares of Class B Common Stock reported herein.

1	NAMES OF REPORTING PERSONS Richard L. Jackson	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 450,000*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 450,000*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 450,000*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.8%**	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

*Consists of 450,000 shares of Class B Common Stock of the Issuer. The shares of Class B Common Stock have no expiration date and are convertible into shares of Class A Common Stock of the Issuer.

**Based on 4,578,024 shares of Class A Common Stock outstanding, which is the sum of (i) 4,128,024 shares of Class A Common Stock outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on November 14, 2022, and (ii) 450,000 shares of Class A Common Stock issuable upon the conversion of the 450,000 shares of Class B Common Stock reported herein.

EXPLANATORY NOTE

This Amendment No. 1 to Schedule 13D (this “Amendment”) is being filed jointly by Jackson Investment Group, LLC, a Georgia limited liability company (“JIG LLC”) and Richard L. Jackson, and amends the statement on the Schedule 13D that was originally filed jointly by JIG LLC and Richard L. Jackson with the SEC on September 21, 2022 (the “Statement”), with respect to the shares of Class A common stock, par value \$0.0001 per share (“Class A Common Stock”), of First Light Acquisition Group, Inc., a Delaware corporation (the “Issuer”).

This Amendment No. 1 is being filed to report amendments to the Statement as specifically set forth herein. Unless otherwise indicated herein, each capitalized term used but not otherwise defined herein shall have the meaning assigned to such term in the Statement.

Item 3. Source and Amount of Funds or Other Considerations

Item 3 of the Statement is hereby amended and supplemented by adding the following paragraphs at the end thereof:

Promissory Note

On December 13, 2022, the Issuer issued to JIG a Promissory Note (the “Promissory Note”) with an outstanding principal balance of \$205,000 (the “Maximum Loan Amount”). Under the terms of the Promissory Note, the Issuer is required to pay interest on the Promissory Note at a per annum rate of 50% of the Maximum Loan Amount. Interest accrues daily on the outstanding principal from and including the date of funding of such principal through and including the date of repayment, and is payable in full on the earliest to occur of (i) the date on which the Issuer consummates its initial business combination and (ii) the date that the winding up of the Issuer is effective (such earliest date, which shall in any event occur within five years from the date of the Promissory Note, the “Maturity Date”).

Upon the occurrence of an event of default related to a failure by the Issuer to pay in full the principal amount due and accrued interest pursuant to the Promissory Note on the Maturity Date, JIG LLC may, by written notice to the Issuer, declare the Promissory Note to be due immediately and payable, whereupon the unpaid principal amount of the Promissory Note and unpaid interest and all other amounts payable thereunder will become immediately due and payable in accordance with the terms of the Promissory Note. Upon the occurrence of an event of default related to a voluntary or involuntary bankruptcy of the Issuer, the unpaid principal balance of the Promissory Note and unpaid interest and all other sums payable with regard to the Promissory Note will automatically and immediately become due and payable without any action on the part of JIG LLC.

Pursuant to the terms of the Promissory Note, JIG LLC waived any and all right, title, interest or claim of any kind in or to any distribution of or from the trust account to be established, in which the proceeds of the initial public offering (the “IPO”) conducted by the Issuer (including the deferred underwriters discounts and commissions) and the proceeds of the sale of the warrants issued in a private placement to occur prior to the consummation of the IPO will be deposited, and agreed not to seek recourse, reimbursement, payment or satisfaction for any claim against the trust account for any reason whatsoever.

The Maximum Loan Amount was funded by JIG LLC through use of its working capital funds.

The foregoing description of the Promissory Note does not purport to be complete and is qualified in its entirety by reference to the full text of the Promissory Note, which is incorporated as Exhibit 99.5 to this Amendment and incorporated herein by reference.

Item 4. Purpose of Transaction

Item 4 of the Statement is hereby amended and supplemented by adding the following paragraph after the second paragraph in the Statement:

The purpose of the funding of the Maximum Loan Amount is to fund an extension loan to extend the date by which the Issuer must complete its initial business combination.

Item 5. Interest in Securities of the Issuer

Item 5 of the Statement is hereby amended and supplemented by deleting the first paragraph of Item 5 and replacing it with the following paragraph:

The following disclosure assumes 4,578,024 shares of Class A Common Stock outstanding, which is the sum of (i) 4,128,024 shares of Class A Common Stock outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on November 14, 2022, and (ii) 450,000 shares of Class A Common Stock issuable upon the conversion of the 450,000 shares of Class B Common Stock reported herein.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to the Securities of the Issuer

Item 6 of the Statement is hereby amended and supplemented by deleting the first paragraph of Item 6 and replacing it with the following paragraph:

The responses to Items 3 and 4 and Exhibits 99.2 and 99.5 are incorporated herein.

Item 7. Material to be Filed as Exhibits

Item 7 of the Statement is hereby amended and supplemented to add the following exhibit:

[Exhibit 99.5](#) Promissory Note, dated as of December 13, 2022

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: December 15, 2022

JACKSON INVESTMENT GROUP, LLC

By: /s/ Richard L. Jackson

Richard L. Jackson, Chief Executive Officer

Date: December 15, 2022

/s/ Richard L. Jackson

Richard L. Jackson

THIS PROMISSORY NOTE (this “NOTE”) HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF REGISTRATION OF THE RESALE THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY IN FORM, SCOPE AND SUBSTANCE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

PROMISSORY NOTE

Principal Amount: \$205,000

Dated as of December 13, 2022
New York, New York

First Light Acquisition Group, Inc., a Delaware corporation (the “**Maker**”), promises to pay to the order of Jackson Investment Group, LLC or its registered assigns or successors in interest (the “**Payee**”), or order, the principal sum of Two Hundred Five Thousand Dollars (\$205,000) (the “**Maximum Loan Amount**”) or such lesser amount as shall have been advanced by Payee to Maker and shall remain unpaid under this Note on the Maturity Date (as defined below) in lawful money of the United States of America, on the terms and conditions described below. All payments on this Note shall be made by wire transfer of immediately available funds or as otherwise determined by the Maker to such account as the Payee may from time to time designate by written notice in accordance with the provisions of this Note.

- 1. Principal.** The principal balance and accrued interest of this Note shall be payable on the earliest to occur of (i) the date on which Maker consummates its initial business combination and (ii) the date that the winding up of Maker is effective (such earliest date, which shall in any event occur within five (5) years from the date hereof, pursuant to clause (i) and (ii), the “**Maturity Date**”). The principal balance and accrued interest may be prepaid at any time by Maker, at its election and without penalty. Under no circumstances shall any individual, including but not limited to any officer, director, employee or shareholder of the Maker, be obligated personally for any obligations or liabilities of the Maker hereunder.
 - 2. Drawdown Requests.** Maker and Payee agree that upon the execution and delivery of this Note, Maker will request up to the Maximum Loan Amount in one or more drawdowns under this Note to be used to fund an extension loan to extend the date by which Maker must complete its initial business combination. No fees, payments or other amounts shall be due to Payee in connection with, or as a result of, any Drawdown Request by Maker.
 - 3. Interest.** 50% of the Maximum Loan Amount, per annum and calculated on the basis of a year of 365 days. Interest shall accrue daily on outstanding principal from and including the date of funding of such principal through and including the date of repayment of the same and shall be payable in full on the Maturity Date. In addition, in the case of an Event of Default, interest shall also accrue on unpaid interest at the same rate commencing on the date of the Event of Default through and including the date such overdue interest is paid in full.
 - 4. Application of Payments.** All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable attorney’s fees, then to the payment in full of any late charges and finally to the reduction of the unpaid principal balance of this Note.
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5. Events of Default. The following shall constitute an event of default (“**Event of Default**”):

(a) **Failure to Make Required Payments.** Failure by Maker to pay in full the principal amount due and accrued interest pursuant to this Note on the Maturity Date.

(b) **Voluntary Bankruptcy, Etc.** The commencement by Maker of a voluntary case under any applicable bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.

(c) **Involuntary Bankruptcy, Etc.** The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Maker in an involuntary case under any applicable bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Maker or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

6. Remedies.

(a) Upon the occurrence of an Event of Default specified in Section 5(a) hereof, Payee may, by written notice to Maker, declare this Note to be due immediately and payable, whereupon the unpaid principal amount of this Note, and unpaid interest and all other amounts payable hereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding.

(b) Upon the occurrence of an Event of Default specified in Sections 5(b) or 5(c), the unpaid principal balance of this Note, and unpaid interest and all other sums payable with regard to this Note, shall automatically and immediately become due and payable, in all cases without any action on the part of Payee.

7. Waivers. Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payee.

8. Unconditional Liability. Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting Maker’s liability hereunder.

9. Notices. All notices, statements or other documents which are required or contemplated by this Note shall be: in writing and delivered (i) personally or sent by first class registered or certified mail, overnight courier service or facsimile or electronic transmission to the address designated in writing and (ii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by electronic transmission, one (1) business day after delivery to an overnight courier service or five (5) days after mailing if sent by mail.

10. Construction. THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF DELAWARE, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF.

11. Severability. Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Trust Waiver. Notwithstanding anything herein to the contrary, the Payee hereby waives any and all right, title, interest or claim of any kind (“**Claim**”) in or to any distribution of or from the trust account to be established in which the proceeds of the initial public offering (the “**IPO**”) conducted by the Maker (including the deferred underwriters discounts and commissions) and the proceeds of the sale of the warrants issued in a private placement to occur prior to the consummation of the IPO deposited, as described in greater detail in the registration statement and prospectus filed with the Securities and Exchange Commission in connection with the IPO, and hereby agrees not to seek recourse, reimbursement, payment or satisfaction for any Claim against the trust account for any reason whatsoever.

13. Amendment; Waiver. Any amendment hereto or waiver of any provision hereof may be made with, and only with, the written consent of the Maker and the Payee.

14. Assignment. No assignment or transfer of this Note or any rights or obligations hereunder may be made by any party hereto (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void.

15. Public Disclosure. If required, this Note may be publicly filed with the Securities and Exchange Commission or described in a proxy statement, registration statement or other public filing in connection with Maker’s initial business combination or otherwise as may be determined to be appropriate by Maker. In addition, this Note may be publicly filed with the Securities and Exchange Commission and/or described in any filing by the Payee pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended, determined to be appropriate by Payee.

16. Usury Laws. It is the intention of Maker and Payee to conform strictly to all applicable usury laws now or hereafter in force, and any interest payable under this Note shall be subject to reduction to the amount not in excess of the maximum legal amount allowed under the applicable usury laws as now or hereafter construed by the courts having jurisdiction over such matters.

[Signature page follows]

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed by the undersigned as of the day and year first above written.

FIRST LIGHT ACQUISITION GROUP, INC.

By: /s/ Thomas Vecchiolla

Name: Thomas Vecchiolla

Title: Co-CEO and Director

Acknowledged and Agreed to
as of the date first written above.

JACKSON INVESTMENT GROUP, LLC

By: /s/ Richard L. Jackson

Name: Richard L. Jackson

Title: Chief Executive Officer

[Signature Page to Promissory Note]
