

EXHIBIT 2

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

HII MISSION TECHNOLOGIES CORP.,

Interpleader Plaintiff,

v.

CYBERLUX CORPORATION, *et al.*,

Interpleader Defendants/Claimants.

Civil Action No. 3:25-cv-483-JAG

**LEGALIST SPV III, LP'S RESPONSE TO JOINT DISCOVERY PLAN
INTERROGATORY AND REQUESTS FOR PRODUCTION**

Interpleader Defendant/Claimant Legalist SPV III, LP ("Legalist"), provides the following response to the pre-settlement interrogatory and requests for production providing in the Joint Discovery Plan (ECF No. 149).

Interrogatory

Explain the nature of your claim to any of the proceeds that are the subject of this interpleader, including an explanation of: (a) the amount of the proceeds that you claim; (b) the legal basis for your right to the proceeds; (c) how the amount you claim became a liquidated amount or, if not liquidated, state so; (d) whether you claim a security interest in, lien on, or assignment of all or any portion of the proceeds and, if so, provide your claimed priority date and explain the basis for your security interest, lien, or assignment; (e) whether you claim a right to interest and, if so, the amount and basis for continuing accrual thereof, if any; (f) whether you claim a right to attorneys' fees and, if so, the basis therefore and the amount you will claim; and (g) for any creditor claiming a secured interest, identify the date(s) on which advances were made to Cyberlux or on its behalf for which any secured interest is claimed.

Response:

(a) the amount of the proceeds that you claim

Legalist claims \$13,204,742.88, comprising of:

- \$10,033,639.75 principal
- \$2,653,970.84 unpaid interest
- \$112,500.00 commitment fee

- \$53,000.00 forbearance fee
- \$312,959.79 paid legal fees and costs
- \$38,672.50 unpaid legal fees and costs

(b) the legal basis for your right to the proceeds

On March 27, 2024, Legalist entered into a Second Amended and Restated Government Purchase Order Financing Agreement (“Financing Agreement”) with Cyberlux, whereby Legalist provided a revolving line of credit in the amount of \$7,000,000.00 secured by certain collateral, including accounts receivable. Legalist has advanced \$6,950,000 of the principal amount identified above pursuant to the Financing Agreement. Legalist also advanced \$3,083,639.75 pursuant to the financing agreement at Cyberlux’s request in June 2025. The Financing Agreement also provides for Legalist’s right to interest (paragraphs 9.1, 9.2, and 9.9(a)), commitment fees (paragraph 9.4), forbearance fees (paragraph 9.9(b)), and attorney fees and costs (paragraph 29). Pursuant to the Financing Agreement, on April 1, 2024, Legalist filed certain financing statements under the Uniform Commercial Code (“UCC Statements”) in Nevada and North Carolina identifying and perfecting its lien on Cyberlux’s assets, including its accounts receivable.

(c) how the amount you claim became a liquidated amount or, if not liquidated, state so

The full amount claimed is liquidated based on specific sums loaned to or advanced on behalf of Cyberlux pursuant to the Financing Agreement, plus accrued unpaid interest, fees, and attorneys’ fees and costs.

(d) whether you claim a security interest in, lien on, or assignment of all or any portion of the proceeds and, if so, provide your claimed priority date and explain the basis for your security interest, lien, or assignment

Legalist has a perfected security interest in Cyberlux’s assets and accounts receivable, including all of the subject proceeds. Legalist’s secured interest was created on March 27, 2024,

by the Financing Agreement and perfected on April 1, 2024, when Legalist filed UCC Statements where Cyberlux is incorporated, Nevada, and where Cyberlux is headquartered, North Carolina. Va. Code Ann. §§ 8.9A-310, 8.9A-307(b); *see also* Nev. Rev. Stat. Ann. §§ 104.9310, 104.9307; N.C. Gen. Stat. §§ 25-9-310, 25-9-307.

(e) whether you claim a right to interest and, if so, the amount and basis for continuing accrual thereof, if any

Legalist claims interest on the full principle, pursuant to paragraphs 9.1, 9.2, and 9.9(a) of the Financing Agreement.

(f) whether you claim a right to attorneys' fees and, if so, the basis therefore and the amount you will claim

Legalist claims a right to attorney fees and costs, pursuant to paragraph 28 of the Financing Agreement. For the purposes of the upcoming settlement conference Legalist claims legal fees and costs of \$351,632.29, although this amount will increase if this litigation continues beyond the settlement conference.

(g) for any creditor claiming a secured interest, identify the date(s) on which advances were made to Cyberlux or on its behalf for which any secured interest is claimed

All advances Legalist has made to Cyberlux are secured by the UCC Statements with a priority date of April 1, 2024, when the UCC Statements were filed. Legalist made advances under the Financing Agreement on the following dates:

- 4/9/2024: \$1,800,000.00
- 4/19/2024: \$500,000.00
- 5/2/2024: \$500,000.00
- 6/26/2024: \$142,000.00
- 7/5/2024: \$53,000.00
- 7/16/2024: \$2,500,000.00
- 8/2/2024: \$650,000.00
- 8/27/2024: \$535,000.00

- 10/3/2024: \$150,000.00
- 10/3/2024: \$120,000.00
- 6/3/2025: \$2,755,100.10
- 6/9/2025: \$345,000.00¹

Requests for Production

1. Documents supporting or otherwise concerning your answer to the above interrogatory.

Response:

See the documents produced at Bates Nos. LEGALIST_000001–20.


2. All documents on which you rely to assert any security interest in, lien on, or assignment of the proceeds that are the subject of this interpleader.

Response:

See the documents produced at Bates Nos. LEGALIST_000001–20.

Date: March 9, 2026

LEGALIST SPV III, LP

By: 

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¹ The final two entries covered the \$3,083,639.75 protective advance Legalist made on behalf of Cyberlux. Legalist initially advanced \$3,100,100.10, and the \$16,460.35 difference was applied to its legal fees.

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**ATTORNEYS FOR LEGALIST SPV III,
L.P.**

CERTIFICATE OF SERVICE

I hereby certify that on March 9, 2026 a copy of Legalist SPV III, L.P.'s response to the pre-settlement interrogatory providing in the Joint Discovery Plan was served by email on all counsel of record in this case.



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