IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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| In re: | ) | |
| | ) | |
| Noble Supply & Logistics, LLC, *et al*., | ) | Case No. 26-11369 (CTG) |
| | ) | |
| | ) | Chapter 11 |
| Debtors.[1] | ) | (Jointly Administered) |
| | ) | |
| _____ | ) | **Related Docket Nos. 219, 252** |

**UNITED STATES' OBJECTION TO NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL ASSETS**

The United States of America, on behalf of its agencies, departments, and instrumentalities (each, a "Federal Agency," and collectively, the "United States"), hereby objects to the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* filed by the Debtors on September 29, 2026 [Docket No. 252] (the "Notice")[2] to the extent that the Notice, or any order entered in connection with the proposed sale, attempts to (i) authorize the assumption or assignment of any contract, purchase order, task order, or delivery order between a Debtor and a Federal Agency (a "Federal Agency contract") without the United States' consent, (ii) fix the amounts required to cure any defaults under such contract, or (iii) impair the United States' rights under any contract or applicable law. In support of this objection, the United States respectfully states as follows:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Noble Supply & Logistics, LLC (7926) ("Noble"); COTS Solutions, LLC (4477); Federal Resources Supply Company, LLC (3636); FRS Holdings, LLC (2327); K.D. Analytical Consulting, LLC (6637); KDA Acquisition, LLC (5870); Noble Defense Corporation (N/A); Noble Equity Holdings, LLC (0851); Noble.com, LLC (4712); Noble Mission Support, LLC (7908); and Tactical & Survival Specialties, LLC (2266).

[2] Capitalized terms used but not defined in this objection, including "Cure Costs," have the meanings ascribed to them in the Notice.



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## PRELIMINARY STATEMENT

1. The Debtors have more than 100 multi-award indefinite-delivery, indefinite-quantity ("IDIQ") contracts with the United States, as well as twelve single-award IDIQ contracts and thousands of outstanding individual orders that were placed under such contracts. *See* ¶ 6, *infra*. Through their Notice, it appears that the Debtors are attempting to assume and potentially assign 123 Federal Agency contracts. The Notice, however, fails to acknowledge that no Federal Agency contract may be assumed or assigned without the United States' consent, which the United States has not given. *See* 11 U.S.C. § 365(c)(1); 41 U.S.C. § 6305(a); *In re West Elecs., Inc.*, 852 F.2d 79, 83 (3d Cir. 1988).

2. If the United States agrees to a transfer of one of its contracts, it does so through a novation, and the amounts due under the contract are determined at that moment. *See, e.g.*, 48 C.F.R. § 42.1204(e)(2), (i). Therefore, until a contract actually changes hands, no cure amount can be fixed. *See* ¶¶ 15–17, *infra*.

3. Further, Schedule 1 to the Notice fails to adequately describe or identify the Federal Agency contracts it seeks to assume. Each entry names only a Debtor and an agency and contains the same two-word description of the agreement to possibly be assumed: "Government Contract." Ten entries, for example, are identical: each lists the same Debtor, the counterparty "DLA LAND AND MARITIME," and a Cure Cost of $0.00. Given the thousands of Federal Agency contracts between the Government and the Debtors, the United States cannot match the 123 federal entries to its records based on such scant details. Consequently, until the Debtors identify each Federal Agency contract they propose to assume, the United States has no ability to review or consider consenting to the assumption and assignment of such contract.

4. Thus, because the United States has not consented to the assumption of any of its contracts, and cannot identify which contracts the Debtors seek to assume, any and all Federal Agency contracts must be stricken from the Notice and any corresponding proposed order.

## BACKGROUND

5. On August 30, 2026 (the "Petition Date"), the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code.

6. Prior to the Petition Date, the Debtors sold supplies and services to Federal Agencies, including the Defense Logistics Agency ("DLA") and the General Services Administration ("GSA"), and to other government customers. The Debtors held more than 100 multi-award IDIQ contracts and twelve single-award IDIQ contracts and served "over 4,000 government customers." *Declaration of Robert Albergotti, Chief Transformation Officer of Noble Equity Holdings, LLC, in Support of the Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 15] ¶¶ 8, 10–11 & n.4.

7. The Debtors are seeking to sell substantially all of their assets, including certain executory contracts, under bidding procedures that the Court approved on September 26, 2026. *See* Docket No. 219. Objections to the sale are due October 21, 2026, and supplemental sale objections and objections to adequate assurance of future performance are due November 9, 2026, after the November 4, 2026 auction. *Id.* ¶ 3.

8. Schedule 1 to the Notice lists potential contracts that may be assumed and assigned during the sale process and contains 147 entries described as "Government Contract." Of those, 123 appear to name a Federal Agency or one of their components or contracting offices; the rest name state or local governmental bodies, a foreign government, or private entities, or cannot be

identified from the Notice. *See* Exhibit A attached hereto.[3] The Debtors list a Cure Cost of $0 for every federal entry except two GSA entries, for which they list proposed cure amounts of $65,484.99 and $10,199.24. Notice, Sched. 1.

## OBJECTION

### A. The Notice Does Not Identify any Federal Agency Contract.

9. A debtor may assume and assign an executory contract only if it meets the requirements of section 365, including curing any defaults. 11 U.S.C. § 365(a), (b)(1), (c)(1), (f)(2). A counterparty cannot verify whether a default exists or whether a proposed cure is correct unless the contract is identified. For example, in a motion to assume or assign multiple contracts with different parties, the debtor must "list the parties alphabetically and identify the corresponding contract or lease" and "specify the terms, including how a default will be cured, for each requested assumption or assignment." Fed. R. Bankr. P. 6006(f)(2)–(3). Those requirements "are intended to ensure that the nondebtor parties to the contracts and leases receive effective notice of the motion." Fed. R. Bankr. P. 6006 advisory committee's note to 2007 amendment; *see Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950) (due process requires notice "of such nature as reasonably to convey the required information"). For contracts governed by the Federal Acquisition Regulation ("FAR"), the novation procedure likewise requires a list of each affected contract by number, the contracting office, and approximate remaining unpaid balance that may be due. 48 C.F.R. § 42.1204(e)(2).[4]

[3] Exhibit A is based solely on the counterparty names on Schedule 1; entries that do not clearly identify the counterparty are marked. This objection applies to every Federal Agency contract, whether listed on Schedule 1 or Exhibit A, and regardless of how described by the Debtors.

[4] Citations to the FAR are to chapter 1 of title 48 of the Code of Federal Regulations. Because the Notice does not specifically identify the Federal Agency contracts, the United States cannot confirm which of them are governed by the FAR.

10. The Notice lists no specific information that would allow the United States to identify which of the thousands of existing Federal Agency contracts or delivery orders the Debtors seek to assume and assign. Federal Agencies identify their contracts and orders by number; the FAR, for example, requires that each contract and order be assigned a "Procurement Instrument Identifier" that is "unique Governmentwide." 48 C.F.R. § 4.1601(a). Yet only one entry in the Notice, a GSA entry bearing the notation "(7QSBPA-D6)," contains anything resembling a contract number, and only four entries, all for DLA, carry a program label such as "(SOE)." None of those five identifies a particular contract or order under the agreement or program. Courts refuse to give effect to assumption papers that describe contracts generally. *See Stanley Jacobs Prod., Ltd. v. 9472541 Can. Inc. (In re Thane Int'l, Inc.)*, 586 B.R. 540, 550 (Bankr. D. Del. 2018) (contract not assumed and assigned where sale papers referred only generally to the "Debtor Contracts").

11. The number of Federal Agency contracts makes this more than a technical defect: the United States cannot match the 123 federal entries to its records, because each could describe any of thousands of contracts and orders. Without knowing which contract an entry refers to, the United States cannot determine whether that contract is current, expired, or terminated; whether it is executory; whether it is governed by the FAR or by other law; or whether the proposed Cure Cost is correct.

**B. Section 365(c)(1) and the Anti-Assignment Act Bar Assumption and Assignment of Any Federal Agency Contract Without the United States' Consent.**

12. Section 365(c)(1) bars a debtor in possession from assuming or assigning an executory contract if "applicable law excuses a party, other than the debtor, to such contract or lease from accepting performance from or rendering performance to an entity other than the debtor

or the debtor in possession" and "such party does not consent to such assumption or assignment." 11 U.S.C. § 365(c)(1)(A)–(B).

13. The Anti-Assignment Act, in turn, provides that "[t]he party to whom the Federal Government gives a contract or order may not transfer the contract or order, or any interest in the contract or order, to another party," and that "[a] purported transfer in violation of this subsection annuls the contract or order so far as the Federal Government is concerned." 41 U.S.C. § 6305(a) (formerly 41 U.S.C. § 15). The Third Circuit holds that the Anti-Assignment Act precludes a debtor in possession from assuming a government contract without the Government's consent. *West Elecs.*, 852 F.2d at 83–84. That bar applies regardless of whether the debtor intends to assign the contract. *See In re Trump Entm't Resorts, Inc.*, 526 B.R. 116, 122 (Bankr. D. Del. 2015) (section 365(c)(1) "makes no reference to whether a debtor . . . actually intends to assign" the contract).

14. The United States does not consent to the assumption or assignment of any Federal Agency contract. Rather, consent to transfer a Federal Agency contract must be obtained through the Government's ordinary-course novation process. *See, e.g.*, 48 C.F.R. §§ 42.1202, 42.1204(a) (under the FAR, transfers are generally approved by the responsible contracting officer acting through a novation agreement). Absent written consent, no Federal Agency contract may be assumed or assigned.

### C. The Cure Costs Do Not Bind the United States; Amounts Due Are Determined When a Contract Is Novated.

15. Because no Federal Agency contract may be assumed or assigned without the United States' consent, the proposed Cure Costs listed for the federal entries on Schedule 1 of the Notice do not bind the United States for any purpose.

16. To the extent the United States agrees to the transfer of a Federal Agency contract, the transfer would be made through the novation process among the Government, the transferor, and the transferee. *See, e.g.*, 48 C.F.R. § 42.1204(a), (i). Generally, the novation cannot be processed until after the sale or transfer occurs, at which time the Government determines what is owed under the contract, including whether any default must be cured. *See, e.g.*, *id.* § 42.1204(e)(2), (i). The amounts due under a Federal Agency contract, therefore, cannot be determined beforehand. Accordingly, a cure amount fixed now, before any novation, cannot reflect what may be owed when a contract is actually transferred.

17. The United States also cannot verify the Debtors' proposed cure amounts because the Notice does not identify the contracts to which they apply, which makes fixing a Cure Cost impossible.

**D. Any Sale Order Must Preserve the United States' Rights.**

18. Any order approving the sale of the Debtors' assets (a "Sale Order") must include the provisions set forth in Exhibit B, which preserve the United States' consent, setoff, recoupment, and regulatory rights under non-bankruptcy law. The United States reserves the right to raise these and other objections to the sale and any proposed Sale Order by the applicable deadlines. *See* ¶ 7, *supra*.

19. Pursuant to Local Rule 9013-1(h), the United States does not consent to the entry of final orders or judgments by the Court in connection with this objection if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

**WHEREFORE**, the United States respectfully requests that the Court enter the proposed order filed herewith (a) sustaining this objection; (b) striking every Federal Agency contract from

the Notice; (c) providing that no Federal Agency contract may be assumed or assigned without the United States' written consent; (d) providing that the Cure Costs listed for the federal entries on Schedule 1 do not bind the United States and that amounts due under any Federal Agency contract will be determined under applicable non-bankruptcy law, including through novation; and (e) granting such other and further relief as the Court deems just and proper.

Dated: October 9, 2026

Respectfully submitted,

BRETT A. SHUMATE
Assistant Attorney General

MARC S. SACKS
Deputy Director

MARY A. SCHMERGEL
Assistant Director

*/s/ Ryan W. Lamb*
Alastair M. Gesmundo
Trial Attorney
Ryan W. Lamb
Trial Attorney
U.S. Department of Justice
Civil Division
Commercial Litigation Branch
Corporate/Financial Litigation Section
P.O. Box 875
Washington, DC 20044
(202) 436-6896
Email: ryan.lamb@usdoj.gov

*Attorneys for the United States*

# EXHIBIT A

## Entries on Schedule 1 to the Notice [Docket No. 252-1] Described as "Government Contract" That Name a Federal Agency

Each entry is reproduced as the Debtors listed it. Other than the notation "(7QSBPA-D6)" in entry 90, no entry on Schedule 1 contains anything resembling a contract or order number. Entries marked † do not clearly identify the counterparty and are included to the extent they refer to a Federal Agency.

| No. | Debtor | Counterparty (as listed on Schedule 1) | Listed Cure Cost |
|---|---|---|---|
| 1 | Federal Resources Supply Company, LLC | ACC - APG | $0.00 |
| 2 | K.D. Analytical Consulting, LLC | ACC - APG | $0.00 |
| 3 | Noble Supply & Logistics, LLC | ACC - DTA | $0.00 |
| 4 | Federal Resources Supply Company, LLC | ACC - RI | $0.00 |
| 5 | Federal Resources Supply Company, LLC | ACC-DTA | $0.00 |
| 6 | Tactical & Survival Specialties, LLC | ACC-LETTERKENNY | $0.00 |
| 7 | K.D. Analytical Consulting, LLC | AIR FORCE (FA8052 773 ESS PK) | $0.00 |
| 8 | Federal Resources Supply Company, LLC | DEA | $0.00 |
| 9 | Federal Resources Supply Company, LLC | DEA | $0.00 |
| 10 | Tactical & Survival Specialties, LLC | DEFENSE LOGISTICS AGENCY TROOP SUPPORT CONSTRUCTION & EQUIPMENT | $0.00 |
| 11 | Federal Resources Supply Company, LLC | DEFENSE THREAT REDUCTION AGENCY | $0.00 |
| 12 | Noble Supply & Logistics, LLC | DEFENSE THREAT REDUCTION AGENCY (DTRA) | $0.00 |
| 13 | Tactical & Survival Specialties, LLC | DEPARTMENT OF COMMERCE (DC) | $0.00 |
| 14 | Federal Resources Supply Company, LLC | DEPARTMENT OF HOMELAND SECURITY | $0.00 |
| 15 | Federal Resources Supply Company, LLC | DEPARTMENT OF HOMELAND SECURITY CUSTOMS AND BORDER PATROL | $0.00 |
| 16 | Federal Resources Supply Company, LLC | DEPARTMENT OF STATE | $0.00 |
| 17 | Federal Resources Supply Company, LLC | DHS | $0.00 |
| 18 | K.D. Analytical Consulting, LLC | DHS | $0.00 |
| 19 | Federal Resources Supply Company, LLC | DHS - CUSTOMS & BORDER PROTECTION | $0.00 |
| 20 | Federal Resources Supply Company, LLC | DHS - CUSTOMS & BORDER PROTECTION | $0.00 |
| 21 | Federal Resources Supply Company, LLC | DHS - CUSTOMS & BORDER PROTECTION | $0.00 |
| 22 | Federal Resources Supply Company, LLC | DHS - CUSTOMS & BORDER PROTECTION | $0.00 |
| 23 | Federal Resources Supply Company, LLC | DHS - CUSTOMS & BORDER PROTECTION | $0.00 |
| 24 | Federal Resources Supply Company, LLC | DHS - CUSTOMS & BORDER PROTECTION | $0.00 |
| 25 | Federal Resources Supply Company, LLC | DHS - FEMA | $0.00 |

| No. | Debtor | Counterparty (as listed on Schedule 1) | Listed Cure Cost |
|---|---|---|---|
| 26 | Federal Resources Supply Company, LLC | DLA AVIATION | $0.00 |
| 27 | Federal Resources Supply Company, LLC | DLA AVIATION | $0.00 |
| 28 | Federal Resources Supply Company, LLC | DLA AVIATION | $0.00 |
| 29 | Noble Supply & Logistics, LLC | DLA AVIATION | $0.00 |
| 30 | Federal Resources Supply Company, LLC | DLA AVIATION | $0.00 |
| 31 | Noble Supply & Logistics, LLC | DLA DISPOSITION SERVICES - EBS | $0.00 |
| 32 | Noble Supply & Logistics, LLC | DLA EUROPE & AFRICA TROOP SUPPORT | $0.00 |
| 33 | Federal Resources Supply Company, LLC | DLA LAND & MARITIME | $0.00 |
| 34 | Federal Resources Supply Company, LLC | DLA LAND AND MARITIME | $0.00 |
| 35 | Federal Resources Supply Company, LLC | DLA LAND AND MARITIME | $0.00 |
| 36 | Federal Resources Supply Company, LLC | DLA LAND AND MARITIME | $0.00 |
| 37 | Federal Resources Supply Company, LLC | DLA LAND AND MARITIME | $0.00 |
| 38 | Federal Resources Supply Company, LLC | DLA LAND AND MARITIME | $0.00 |
| 39 | Federal Resources Supply Company, LLC | DLA LAND AND MARITIME | $0.00 |
| 40 | Federal Resources Supply Company, LLC | DLA LAND AND MARITIME | $0.00 |
| 41 | Federal Resources Supply Company, LLC | DLA LAND AND MARITIME | $0.00 |
| 42 | Federal Resources Supply Company, LLC | DLA LAND AND MARITIME | $0.00 |
| 43 | Federal Resources Supply Company, LLC | DLA LAND AND MARITIME | $0.00 |
| 44 | Noble Supply & Logistics, LLC | DLA LAND AND MARITIME | $0.00 |
| 45 | Tactical & Survival Specialties, LLC | DLA LAND AT ABERDEEN | $0.00 |
| 46 | Noble Supply & Logistics, LLC | DLA LAND AT WARREN | $0.00 |
| 47 | Federal Resources Supply Company, LLC | DLA LAND WARREN | $0.00 |
| 48 | Noble Supply & Logistics, LLC | DLA TLS | $0.00 |
| 49 | Federal Resources Supply Company, LLC | DLA TROOP SUPPORT | $0.00 |
| 50 | Noble Supply & Logistics, LLC | DLA TROOP SUPPORT | $0.00 |
| 51 | Noble Supply & Logistics, LLC | DLA TROOP SUPPORT | $0.00 |
| 52 | Noble Supply & Logistics, LLC | DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (FES) | $0.00 |
| 53 | Noble Supply & Logistics, LLC | DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (MRO II) | $0.00 |
| 54 | Noble Supply & Logistics, LLC | DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (SOE) | $0.00 |
| 55 | Noble Supply & Logistics, LLC | DLA TROOP SUPPORTCONSTRUCTION & EQUIPMENT (MRO II) | $0.00 |
| 56 | Federal Resources Supply Company, LLC | DOS INL | $0.00 |
| 57 | K.D. Analytical Consulting, LLC | DOS NDF | $0.00 |
| 58 | Noble Supply & Logistics, LLC | FA4417 1 SOCONS LGC | $0.00 |
| 59 | Noble Supply & Logistics, LLC | FA4861 CONS LGC | $0.00 |
| 60 | Noble Supply & Logistics, LLC | FA5682 31 CONS DA LGC | $0.00 |
| 61 | K.D. Analytical Consulting, LLC | FA8052 773 ESS (USAF) | $0.00 |
| 62 | Noble Supply & Logistics, LLC | FBI | $0.00 |
| 63 | Federal Resources Supply Company, LLC | FBI NATIONAL ACQUISITION PROGRAM UNIT | $0.00 |

| No. | Debtor | Counterparty (as listed on Schedule 1) | Listed Cure Cost |
|---|---|---|---|
| 64 | Tactical & Survival Specialties, LLC | FBI NATIONAL ACQUISITION PROGRAM UNIT | $0.00 |
| 65 | Federal Resources Supply Company, LLC | FEDERAL BUREAU OF INVESTIGATION | $0.00 |
| 66 | Federal Resources Supply Company, LLC | FEDERAL BUREAU OF INVESTIGATION | $0.00 |
| 67 | Federal Resources Supply Company, LLC | FEDERAL BUREAU OF INVESTIGATION | $0.00 |
| 68 | Federal Resources Supply Company, LLC | FEDERAL BUREAU OF INVESTIGATION | $0.00 |
| 69 | Federal Resources Supply Company, LLC | FEDERAL BUREAU OF INVESTIGATION | $0.00 |
| 70 | Federal Resources Supply Company, LLC | FEDERAL BUREAU OF INVESTIGATION | $0.00 |
| 71 | Noble Supply & Logistics, LLC | FEDERAL BUREAU OF INVESTIGATION | $0.00 |
| 72 | Federal Resources Supply Company, LLC | FEDERAL EMERGENCY MANAGEMENT AGENCY | $0.00 |
| 73 | Noble Supply & Logistics, LLC | GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE | $0.00 |
| 74 | Noble Supply & Logistics, LLC | GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE | $0.00 |
| 75 | Noble Supply & Logistics, LLC | GLOBAL ACQUISITION (A/GA) † | $0.00 |
| 76 | Noble Supply & Logistics, LLC | GSA | $65,484.99 |
| 77 | Federal Resources Supply Company, LLC | GSA | $0.00 |
| 78 | Federal Resources Supply Company, LLC | GSA | $0.00 |
| 79 | Noble Supply & Logistics, LLC | GSA | $0.00 |
| 80 | Noble Supply & Logistics, LLC | GSA | $0.00 |
| 81 | Noble Supply & Logistics, LLC | GSA | $0.00 |
| 82 | Noble Supply & Logistics, LLC | GSA | $0.00 |
| 83 | Noble Supply & Logistics, LLC | GSA | $0.00 |
| 84 | Noble Supply & Logistics, LLC | GSA | $0.00 |
| 85 | Federal Resources Supply Company, LLC | GSA GENERAL PRODUCTS ACQUISITION CENTER | $0.00 |
| 86 | Noble Supply & Logistics, LLC | GSA ACQUISITION DIVISION | $0.00 |
| 87 | Noble Supply & Logistics, LLC | GSA ACQUISITION DIVISION | $0.00 |
| 88 | Noble Supply & Logistics, LLC | GSA FAS | $0.00 |
| 89 | Tactical & Survival Specialties, LLC | GSA REGION 22 | $10,199.24 |
| 90 | Noble Supply & Logistics, LLC | GSA, FEDERAL ACQUISITION SERVICE (7QSBPA-D6) | $0.00 |
| 91 | Tactical & Survival Specialties, LLC | GSA/FAS/GSS/SOP REGION 7 | $0.00 |
| 92 | Tactical & Survival Specialties, LLC | GSA/FAS/GSS/SOP REGION 7 | $0.00 |
| 93 | Tactical & Survival Specialties, LLC | HHS ASPR | $0.00 |
| 94 | Noble Supply & Logistics, LLC | IMMIGRATION AND CUSTOMS ENFORCEMENT | $0.00 |
| 95 | Federal Resources Supply Company, LLC | MARYLAND PROCUREMENT OFFICE † | $0.00 |
| 96 | Noble Supply & Logistics, LLC | MRO & OFFICE PRODUCTS † | $0.00 |
| 97 | Tactical & Survival Specialties, LLC | NAVAIR PMA 262 | $0.00 |
| 98 | Tactical & Survival Specialties, LLC | NAVAIR USMC | $0.00 |
| 99 | Federal Resources Supply Company, LLC | NAVAL SPECIAL WARFARE COMMAND - N01C | $0.00 |
| 100 | Noble Supply & Logistics, LLC | NAVAL SUPPLY SYSTEMS COMMAND | $0.00 |

| No. | Debtor | Counterparty (as listed on Schedule 1) | Listed Cure Cost |
|---|---|---|---|
| 101 | Noble Supply & Logistics, LLC | NAVAL SURFACE WARFARE CENTER | $0.00 |
| 102 | Noble Supply & Logistics, LLC | NAVSUP FLC NORFOLK CONTRACTING NORFOLK OFFICE | $0.00 |
| 103 | Noble Supply & Logistics, LLC | NAVSUP FLC SAN DIEGO | $0.00 |
| 104 | Noble Supply & Logistics, LLC | NAVSUP FLC SIGONELLA NAPLES OFFICE SHORE | $0.00 |
| 105 | Federal Resources Supply Company, LLC | NAWCWD | $0.00 |
| 106 | Federal Resources Supply Company, LLC | NCIS | $0.00 |
| 107 | K.D. Analytical Consulting, LLC | NSWC INDIAN HEAD | $0.00 |
| 108 | Tactical & Survival Specialties, LLC | OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM) | $0.00 |
| 109 | Tactical & Survival Specialties, LLC | PMA226 ADVERSARY IPT | $0.00 |
| 110 | Tactical & Survival Specialties, LLC | PRO-PROCUREMENT DIV † | $0.00 |
| 111 | Tactical & Survival Specialties, LLC | PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) † | $0.00 |
| 112 | Federal Resources Supply Company, LLC | UNITED STATES COAST GUARD | $0.00 |
| 113 | Tactical & Survival Specialties, LLC | US NAVAL AIR COMMAND | $0.00 |
| 114 | K.D. Analytical Consulting, LLC | US SECRET SERVICE TSD | $0.00 |
| 115 | Noble Supply & Logistics, LLC | USAF | $0.00 |
| 116 | Federal Resources Supply Company, LLC | USAF AFMC/AFLCMC | $0.00 |
| 117 | Federal Resources Supply Company, LLC | USAF/AFMC/AFLCMC | $0.00 |
| 118 | Tactical & Survival Specialties, LLC | USAF/AFMC/AFLCMC | $0.00 |
| 119 | Tactical & Survival Specialties, LLC | USAF/AFMC/AFLCMC | $0.00 |
| 120 | Noble Supply & Logistics, LLC | USDA-FS INCIDENT PROCUREMENT LOGIS | $0.00 |
| 121 | K.D. Analytical Consulting, LLC | USSS UNITED STATES SECRET SERVICE | $0.00 |
| 122 | Noble Supply & Logistics, LLC | WHS- WASHINGTON HEADQUARTERS SERVICES | $0.00 |
| 123 | Noble Supply & Logistics, LLC | WHS- WASHINGTON HEADQUARTERS SERVICES | $0.00 |

**EXHIBIT B**

**Proposed Sale Order Language**

The United States requests that any Sale Order include the following provision:

Notwithstanding any provision to the contrary in this Sale Order ("Order") or any other document related to the sale, nothing shall:

i. release, nullify, preclude or enjoin the enforcement of any police or regulatory power or any liability that any entity would be subject to as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the date of entry of this Order;

ii. affect the setoff or recoupment rights of the United States;

iii. confer exclusive jurisdiction to the Bankruptcy Court except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code);

iv. authorize the assumption, assignment, sale or other transfer of any federal (a) grants, (b) grant funds, (c) contracts, (d) agreements, (e) awards, (f) task orders, (g) property, (h) intellectual property, (i) patents, (j) leases, (k) certifications, (l) applications, (m) registrations, (n) billing numbers, (o) national provider identifiers, (p) provider transaction access numbers, (q) licenses, (r) permits, (s) covenants, (t) inventory, (u) guarantees, (v) indemnifications, (w) data, (x) records, or (y) any other interests belonging to the United States (collectively, "Federal Interests") without compliance by the Debtors and Buyers with all terms of the Federal Interests and with all applicable non-bankruptcy law;

v. be interpreted to set cure amounts or to require the United States to novate, approve or otherwise consent to the sale, assumption, assignment or other transfer of any Federal Interests;

vii. waive, alter or otherwise limit the United States' property rights; or

viii. expand the scope of 11 U.S.C. § 525.

In the event of an inconsistency or conflict between any provision of any purchase agreement and any provision of this Order, as to the United States, the provisions of this Order and federal law shall govern.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|---|---|---|
| In re: | ) | |
| | ) | |
| Noble Supply & Logistics, LLC, *et al*., | ) | Case No. 26-11369 (CTG) |
| | ) | |
| | ) | Chapter 11 |
| Debtors.[1] | ) | (Jointly Administered) |
| | ) | |
| _____ | ) | Related Docket Nos. 219, 252 & **[__]** |

**ORDER SUSTAINING UNITED STATES' OBJECTION TO NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL ASSETS**

Upon consideration of the United States' objection [Docket No. **[__]**] (the "Objection")[2] to the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [Docket No. 252] (the "Notice"); and the Court having jurisdiction under 28 U.S.C. §§ 157 and 1334; and due notice having been given; and good cause appearing,

IT IS HEREBY ORDERED THAT:

1. The Objection is SUSTAINED.

2. Every Federal Agency contract is stricken from the Notice, including each entry on Schedule 1 to the Notice that names a Federal Agency.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Noble Supply & Logistics, LLC (7926); COTS Solutions, LLC (4477); Federal Resources Supply Company, LLC (3636); FRS Holdings, LLC (2327); K.D. Analytical Consulting, LLC (6637); KDA Acquisition, LLC (5870); Noble Defense Corporation (N/A); Noble Equity Holdings, LLC (0851); Noble.com, LLC (4712); Noble Mission Support, LLC (7908); and Tactical & Survival Specialties, LLC (2266).

[2] Capitalized terms used but not defined in this Order have the meanings ascribed to them in the Objection.

3. No Federal Agency contract may be assumed or assigned without the United States' written consent.

4. The Cure Costs listed in the Notice for entries that name a Federal Agency do not bind the United States for any purpose, and amounts due under any Federal Agency contract will be determined under applicable non-bankruptcy law, including through novation.

5. The Court retains jurisdiction over all matters arising from or related to this Order.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

| | | |
|---|---|---|
| In re: | ) | |
| | ) | |
| Noble Supply & Logistics, LLC, *et al*., | ) | Case No. 26-11369 (CTG) |
| | ) | |
| | ) | Chapter 11 |
| Debtors.[1] | ) | (Jointly Administered) |
| | ) | **Related Docket Nos. 219, 252** |
| _____ | ) | |

**CERTIFICATE OF SERVICE**

I certify that on October 9, 2026, I caused copies of the United States' Objection to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets, with its exhibits and proposed order, to be served through the Court's CM/ECF system on all parties registered to receive electronic notice in these cases.

Dated: October 9, 2026

*/s/ Ryan W. Lamb*
Ryan W. Lamb

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Noble Supply & Logistics, LLC (7926); COTS Solutions, LLC (4477); Federal Resources Supply Company, LLC (3636); FRS Holdings, LLC (2327); K.D. Analytical Consulting, LLC (6637); KDA Acquisition, LLC (5870); Noble Defense Corporation (N/A); Noble Equity Holdings, LLC (0851); Noble.com, LLC (4712); Noble Mission Support, LLC (7908); and Tactical & Survival Specialties, LLC (2266).