IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	) Chapter 11
	)
Noble Supply & Logistics, LLC, *et al.*,	) Case No. 26-11369 (CTG)
	)
	) (Jointly Administered)
Debtors.	)
	) **Docket No. 252**
	) **Obj. Deadline: October 12, 2026 at 4:00 p.m. (ET)**
	) **Hearing: November 16, 2026 at 1:00 p.m. (ET)**
	)

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

Teledyne FLIR Defense, LLC f/k/a Teledyne FLIR Detection, Inc. a/k/a Teledyne FLIR Unmanned Ground Systems, Inc.; FLIR Unmanned Aerial Systems AS; and FLIR Unmanned Aerial Systems ULC (collectively, "**Teledyne**") file this objection ("**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 [Docket No. 252] ("**Notice**") and state as follows:

1. On September 7, 2026 (the "**Petition Date**"), Debtors commenced their bankruptcy cases (the "**Bankruptcy Cases**") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

2. Teledyne and Debtors have maintained a long-standing commercial relationship, with Teledyne serving as a key supplier of products to Debtors throughout that period. The parties' relationship is governed by a Multi-Entity Distributor Agreement (as amended, the "**Agreement**") dated October 29, 2023, and amended June 24, 2026, by and between Debtor Noble Supply & Logistics, LLC, on the one hand, and Teledyne FLIR Defense LLC f/k/a Teledyne FLIR Detection

26113692610090000000000020

a/k/a Teledyne FLIR Unmanned Ground Systems, Inc.; FLIR Unmanned Aerial Systems AS, and FLIR Unmanned Aerial Systems ULC, on the other, whereby these various Teledyne entities sold or sell certain products to Debtors.

3. As of the Petition Date, Teledyne was owed not less than $1,017,304.09 by Debtors for products purchased under the Agreement. Teledyne submitted a proof of claim for this balance.

4. Teledyne has continued to perform on a postpetition basis under the Agreement.

5. On September 29, 2026, Debtors filed the Notice. Teledyne entities are listed as follows:

Federal Resources Supply Company, LLC	FLIR DETECTION, INC.	Distribution Agreement	$ -
Federal Resources Supply Company, LLC	FLIR SURVEILLANCE, INC	Distribution Agreement	$ -

See Notice at PDF page 11 of 14.

Noble Supply & Logistics, LLC	TELEDYNE TECHNOLOGIES INCORPORATED	Distribution Agreement	$ -

See Notice at PDF page 14 of 14.

6. Teledyne is unclear which agreements Debtors wish to assume because the descriptions above do not match current agreements reflected in Teledyne's books and records.

7. With respect to the alleged "Distribution Agreements" between Federal Resources Supply Company, LLC and FLIR Detection, Inc. and FLIR Surveillance, Inc.[1], Teledyne is aware of no current agreements between these parties. Any agreements between these parties expired over 3 years ago and are no longer in effect, and, as such, cannot be assumed.

8. As for the alleged "Distribution Agreement" between Noble Supply & Logistics, LLC and Teledyne Technologies Incorporated ("**Noble Distribution Agreement**"), this could be the Agreement, although the contract counterparty listed in the Notice is incorrect. Assuming the

[1] These FLIR entities are predecessors to Teledyne FLIR Defense, LLC and, as such, Teledyne asserts this objection as the successor to these entities.

Noble Distribution Agreement is the Agreement, Teledyne asserts that the cure claim related to that Agreement is $1,017,304.09.

9. Section 365 of the Bankruptcy Code requires the Debtors' cure of all defaults under the Agreement as a condition to assumption. Specifically, that Code section provides in relevant part that "[i]f there has been a default in the executory contract or unexpired lease of the debtor, the trustee may not assume such contract unless, at the time of assumption of such contract or lease, the trustee … cures, or provides adequate assurance that the trustee will promptly cure, such default." 11 U.S.C. § 365(b)(1)(A).

10. The balance owed to Teledyne by Debtors as of the Petition Date totals at least $1,017,304.09. This balance must be paid as a cure as part of any assumption of the Agreement.

11. Teledyne reserves all rights to supplement, modify or amend this Objection as necessary to, among other things (i) object to the assumption and assignment of any other executory contract between Teledyne and the Debtors included on any supplemental or amended notice; (ii) object to the proposed cure amounts thereunder; (iii) object to any other relief sought by the Debtors with respect to any agreement to which Teledyne and any of the Debtors are party. Nothing set forth herein shall constitute a waiver, discharge, or disallowance of any and all rights, claims, causes of action, and defenses that Teledyne has asserted, or may assert, with respect to any claims, including administrative claims, against the Debtors.

WHEREFORE, Teledyne respectfully requests that the Court enter an order (i) denying the assumption of the Agreement with Teledyne unless the full cure amount of $1,017,304.09 or other amount agreed to by Teledyne are paid; (ii) denying the assumption of any other agreements with Teledyne; and (iii) granting such other and further relief as may be just and proper.

Dated: October 9, 2026

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ Brett D. Fallon
Brett D. Fallon (DE Bar No. 2480)
222 Delaware Ave., Ste. 1410
Wilmington, DE 19801
Telephone: (302) 467-4200
Facsimile: (302) 467-4201
brett.fallon@faegredrinker.com

Counsel for Teledyne FLIR Defense, LLC f/k/a Teledyne FLIR Detection, Inc. a/k/a Teledyne FLIR Unmanned Ground Systems, Inc.; FLIR Unmanned Aerial Systems AS; and FLIR Unmanned Aerial Systems ULC

CERTIFICATE OF SERVICE

I, Brett D. Fallon, hereby certify that on October 9, 2026, I caused a copy of the foregoing *Objection of Teledyne to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* to be served on the parties below via email.

Via Email

Kirkland & Ellis LLP Patrick J. Nash, Jr., P.C. Charles B. Sterrett 333 West Wolf Point Plaza Chicago, IL 60654 patrick.nash@kirkland.com charles.sterrett@kirkland.com	Cole Schotz P.C. Justin R. Alberto Patrick J. Reilley Jack M. Dougherty 500 Delaware Avenue, Ste 600 Wilmington, DE 19801 jalberto@coleschotz.com preilley@coleschotz.com jdougherty@coleschotz.com
Cole Schotz P.C. Seth Van Aalten Sarah A. Carnes Anthony De Leo 1325 Avenue of the Americas, 19th Fl. New York, NY 10019 svanaalten@coleschotz.com scarnes@coleschotz.com adeleo@coleschotz.com	Triple P TRS, LLC Lisa Lansio 11911 San Vicente Blvd., Ste 360 Los Angeles, CA 90049 llansio@pppllc.com
Triple P TRS, LLC Ethan Retcher 300 North LaSalle, Ste 1420 Chicago, IL 60654 eretcher@pppllc.com	Otterbourg P.C. Daniel F. Fiorillo 230 Park Avenue New York, NY 10169 dfiorillo@otterbourg.com
Richards, Layton & Finger, P.A. Zachary I. Shapiro One Rodney Square 920 N. King Street Wilmington, DE 19801 shapiro@rlf.com	McDermott Will & Schulte LLP Adam C. Harris Reuben E. Dizengoff 919 Third Avenue New York, NY 10022 acharris@mcdermottlaw.com rdizengoff@mcdermottlaw.com

Arnold & Porter Kaye Scholer LLP Alan Glantz 250 West 55th Street New York, NY 10019 alan.glantz@arnoldporter.com	Young Conaway Stargatt & Taylor LLP Allison S. Mielke 1000 N. King Street Wilmington, DE 19801 amielke@ycst.com
Brown Rudnick LLP Tristan Axelrod Jessica Y. Liong One Financial Center Boston, MA 02111 taxelrod@brownrudnick.com jliong@brownrudnick.com	Morris James LLP Jeffrey Waxman Samantha L. Rodriguez 3205 Avenue North Blvd., Ste 100 Wilmington, DE 19803 jwaxman@morrisjames.com srodriguez@morrisjames.com

Dated: October 9, 2026

/s/ Brett D. Fallon
Brett D. Fallon