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)
Debtors.[1]	(Jointly Administered)
	Re: D.I. 251, 252

LIMITED PROTECTIVE OBJECTION AND RESERVATION OF RIGHTS OF BERING STRAITS PROFESSIONAL SERVICES, LLC REGARDING PROPOSED SALE AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACT

Bering Straits Professional Services, LLC ("BSPS"), by and through its undersigned counsel, hereby submits this limited protective objection and reservation of rights (the "Objection") with respect to the proposed sale of assets of Noble Supply & Logistics, LLC and its affiliated debtors (collectively, the "Debtors"), including K.D. Analytical Consulting, LLC ("KDAC"), and any proposed assumption and assignment of the contractual agreement between BSPS and KDAC. In support thereof, BSPS respectfully states as follows:

PRELIMINARY STATEMENT

1. BSPS is a party to Basic Ordering Agreement No. BSPS-2610035-KDAC (the "Agreement") with KDAC, one of the Debtors in these jointly administered Chapter 11 cases.

2. On September 26, 2026, the Court entered the Order approving bidding procedures and procedures for the assumption and assignment of executory contracts and unexpired leases [Docket No. 219] (the "Bidding Procedures Order").

[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). The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 1 Marina Park Drive, Suite 220, Boston, MA 02210.

3. On September 29, 2026, the Debtors filed the Notice of Sale, Bidding Procedures, Auction, Sale Hearing and Other Deadlines Related Thereto [Docket No. 251] (the "Sale Notice") and the Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases [Docket No. 252] (the "Assumption and Assignment Notice"). Schedule 1 to the Assumption and Assignment Notice [Docket No. 252-1] identifies numerous contracts to which KDAC is a party. However, neither BSPS nor the Agreement is identified on that schedule, and no proposed cure amount has been provided with respect to the Agreement.

4. As of the filing of this Objection, BSPS has not been provided with an asset purchase agreement identifying the proposed treatment of the Agreement or with notice that the Debtors intend to assume and assign the Agreement to any proposed purchaser. Consequently, BSPS cannot presently determine whether the Agreement will be assumed and assigned, retained by KDAC, rejected, or otherwise affected by the proposed transaction. Nor can BSPS meaningfully evaluate the financial condition, operational qualifications, or ability of any proposed assignee to perform the obligations arising under the Agreement.

5. BSPS submits this Objection on a protective basis to preserve its rights under sections 365(b), 365(c), and 365(f) of title 11 of the United States Code (the "Bankruptcy Code"), the Bidding Procedures Order, and applicable non-bankruptcy law. BSPS does not object to the proposed sale generally. Rather, BSPS requests that any order approving the sale expressly preserve its contractual and statutory rights and provide that the Agreement shall not be deemed assumed or assigned without compliance with the applicable notice, cure, and adequate assurance requirements of the Bankruptcy Code and the Bidding Procedures Order.

BACKGROUND

6. BSPS and KDAC entered into the Agreement governing certain services to be performed by KDAC pursuant to the Agreement and applicable Task Orders. The Agreement establishes contractual obligations concerning performance, invoicing, payment, termination, and remedies.

7. On October 27, 2026, BSPS issued KDAC a Notice of Intent to Terminate for Cause and Notice to Show Cause pursuant to Article 2 of the Agreement. The notice concerns matters that BSPS contends may affect its contractual rights and remedies. BSPS acknowledges that the enforceability and exercise of any termination rights remain subject to applicable bankruptcy law, including sections 362 and 365 of the Bankruptcy Code, and any applicable orders of this Court. BSPS expressly reserves all rights to assert and pursue contractual remedies to the extent permitted by applicable law, including the right to seek appropriate relief from this Court.

8. The Debtors' proposed sale potentially implicates BSPS's rights and obligations under the Agreement, including whether BSPS may be required to accept performance from an entity other than KDAC. Notwithstanding the potential effect of the sale upon BSPS, the Agreement does not appear on the original schedule of contracts potentially subject to assumption and assignment.

9. BSPS understands that the Debtors have not yet filed the definitive asset purchase agreement identifying the contracts to be assumed and assigned in connection with the proposed transaction. Under these circumstances, BSPS files this limited Objection to ensure that its rights are not inadvertently extinguished, waived, or impaired through the entry of a sale order before the proposed treatment of the Agreement has been disclosed.

LIMITED OBJECTION

A. Any Assumption and Assignment of the Agreement Must Comply with Section 365 of the Bankruptcy Code.

10. Section 365 permits a debtor, subject to the applicable statutory requirements, to assume and assign an executory contract. Under section 365(b)(1), where defaults exist, assumption generally requires the cure of such defaults, compensation for actual pecuniary losses resulting from such defaults, and adequate assurance of future performance. Section 365(f)(2) further requires, among other things, adequate assurance of future performance by the proposed assignee.

11. In addition, section 365(c)(1) may restrict assumption or assignment where applicable law excuses the non-debtor counterparty from accepting performance from or rendering performance to an entity other than the debtor and the counterparty does not consent, subject to applicable controlling law.

12. BSPS reserves all rights to assert that any proposed assignment of the Agreement is prohibited or restricted under section 365(c)(1), to the extent supported by the Agreement, applicable law, and the nature of the services involved. Because the Agreement has not been designated for assumption and assignment, BSPS has not been afforded an opportunity to evaluate the proposed assignee's qualifications or determine whether the statutory requirements for assumption and assignment have been satisfied. BSPS therefore objects to any provision of a proposed sale order that would deem the Agreement assumed or assigned, or deem BSPS to have consented to such treatment, without the notice and opportunity to object contemplated by the Bidding Procedures Order.

B. BSPS Must Receive Contract-Specific Notice and an Opportunity to Object to Cure Amounts.

13. Paragraphs 28 through 34 of the Bidding Procedures Order establish procedures governing notice and objections to proposed cure amounts. Those procedures contemplate service of an Assumption and Assignment Notice identifying the applicable contract and proposed cure amount.

14. Paragraph 31 of the Bidding Procedures Order expressly authorizes the Debtors to supplement the original notice to identify previously omitted contracts or modify proposed cure amounts. Under that paragraph, an affected counterparty generally must be afforded ten days following service of the applicable supplemental notice to file and serve a cure objection, unless the Court orders otherwise. Because the Agreement was not identified in Schedule 1 to the original Assumption and Assignment Notice, BSPS submits that the original notice did not commence a contract-specific cure objection period with respect to the Agreement.

15. BSPS requests that, if the Debtors subsequently propose to assume and assign the Agreement, they be required to serve BSPS with a supplemental assumption and assignment notice identifying the Agreement, the proposed assignee, and the proposed cure amount, together with an opportunity to object consistent with the Bidding Procedures Order.

C. BSPS Must Have a Meaningful Opportunity to Evaluate Adequate Assurance of Future Performance.

16. Paragraphs 35 through 38 of the Bidding Procedures Order govern the disclosure of adequate assurance information and the filing of objections concerning adequate assurance of future performance. The Assumption and Assignment Notice establishes November 9, 2026, at 4:00 p.m. prevailing Eastern Time as the deadline for adequate assurance objections under the original procedures.

17. However, the Agreement was not identified as a contract proposed for assumption and assignment, and BSPS has not received the information necessary to evaluate any proposed assignee's ability to perform under the Agreement. Accordingly, BSPS requests that it not be deemed to have waived objections concerning adequate assurance of future performance with respect to an assignment of the Agreement that has not yet been proposed or disclosed.

18. If the Agreement is subsequently designated for assumption and assignment, BSPS requests a reasonable opportunity to obtain and evaluate adequate assurance information and, if appropriate, to file an objection concerning the proposed assignee. Such relief is necessary to preserve the substantive protections afforded to non-debtor counterparties under section 365 and to ensure that BSPS receives a meaningful opportunity to be heard.

D. BSPS Reserves Its Contractual Rights, Claims, and Defenses.

19. BSPS further reserves all rights arising under the Agreement, applicable Task Orders, and applicable law, including rights concerning performance defaults, disputed invoices, deductions, recoupment, setoff, damages, and other contractual remedies. Nothing in this Objection should be construed as an admission that the Agreement is executory, that it is assumable or assignable, that any proposed cure amount is sufficient, or that any proposed assignee can provide adequate assurance of future performance.

20. Nor should this Objection be construed as an election to terminate the Agreement, an assertion that termination has become effective, or a request for relief from the automatic stay. BSPS expressly reserves its right to seek appropriate relief from this Court concerning the Agreement, including relief under sections 362 and 365 of the Bankruptcy Code, if warranted by subsequent developments. BSPS also reserves its right to object to any subsequently disclosed sale

terms or proposed order provisions that would impair its rights under the Agreement without adequate notice and an opportunity to be heard.

RESERVATION OF RIGHTS

21. BSPS submits this Objection solely to preserve its rights pending disclosure of the proposed treatment of the Agreement. BSPS reserves the right to supplement or amend this Objection following the filing of the definitive asset purchase agreement, any supplemental assumption and assignment notice, or any proposed sale order. BSPS further reserves all rights, claims, defenses, and remedies available under the Bankruptcy Code, the Agreement, applicable Task Orders, and applicable non-bankruptcy law.

22. BSPS further reserves all rights and remedies arising from the matters identified in its October 27, 2026 Termination Notice, including any rights based upon independent defaults under the Agreement, to the extent such rights are enforceable under applicable non-bankruptcy law and may be exercised consistently with the Bankruptcy Code. Nothing herein constitutes a request for authorization to terminate the Agreement, a waiver of any applicable contractual notice or cure requirement, or an admission concerning the enforceability of any particular termination provision. BSPS reserves the right to seek appropriate relief from this Court before exercising any termination remedy requiring such relief.

WHEREFORE, BSPS respectfully requests that the Court:

A. Sustain this limited Objection to the extent necessary to preserve BSPS's rights concerning the Agreement;

B. Provide that no sale order shall constitute or effect an assumption or assignment of the Agreement unless the Debtors comply with the applicable requirements of section 365 of the Bankruptcy Code and the Bidding Procedures Order;

C. Require the Debtors, before seeking approval of any assumption and assignment of the Agreement, to provide BSPS with appropriate contract-specific notice identifying the proposed assignee and cure amount;

D. Preserve BSPS's right to object to any proposed cure amount and to the adequacy of future performance by any proposed assignee following receipt of the applicable notice and information;

E. Provide that BSPS shall not be deemed to have consented to, or waived objections concerning, any proposed assumption and assignment of the Agreement solely by reason of its failure to object to the original Assumption and Assignment Notice, which did not identify the Agreement;

F. Preserve BSPS's contractual rights, claims, and defenses, subject to applicable bankruptcy law and further order of the Court; and

G. Grant such other and further relief as the Court deems just and proper.

Dated: November 9, 2026

HOGAN♦MCDANIEL

/s/ Daniel K. Hogan

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Debtors.[1]	(Jointly Administered)

CERTIFICATE OF SERVICE

I, Daniel K. Hogan, hereby certify that on November 9, 2026, I caused a true and correct copy of the *Limited Protective Objection and Reservation of Rights of Bering Straits Professional Services, LLC Regarding Proposed Sale and Potential Assumption and Assignment of Executory Contract* to be served upon all parties receiving notice through the Court's CM/ECF system and, in addition, upon the following parties by electronic mail at the addresses indicated below:

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[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). The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is 1 Marina Park Drive, Suite 220, Boston, MA 02210.

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Dated: November 9, 2026
Wilmington, Delaware

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