Docket #0006 Date Filed: 8/30/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Noble Supply & Logistics, LLC, *et al.*, Debtors. [1]	Chapter 11 Case No. 26-11369 (___) (Joint Administration Requested)

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), hereby move (this "Motion") for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the "Interim Order" and "Final Order," respectively), pursuant to sections 105(a) and 366 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1 and 9013-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), granting the relief described below. In support of this Motion, the Debtors incorporate the contemporaneously filed *Declaration of Robert Albergotti, Chief Transformation Officer of Noble Equity Holdings, LLC in Support of the Debtors'*

[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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Chapter 11 Petitions and First Day Motions (the "First Day Declaration")[2] and further represent as follows:

Relief Requested

1. The Debtors respectfully request entry of an Interim Order and a Final Order (i) approving the Debtors' proposed form of adequate assurance of postpetition payment to their utilities (collectively, the "Utility Companies"), as that term is used in section 366 of the Bankruptcy Code, (ii) approving Adequate Assurance Procedures (as defined below) for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance (as defined below), (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on the basis of the commencement of these Chapter 11 Cases (as defined below) or a debt owed by the Debtors for services rendered prior to the Petition Date (as defined below), or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance, and (iv) granting related relief.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the "Court") under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

3. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a) and 366 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, and 6004, and Local Rules 2002-1 and 9013-1.

Background

5. On the date hereof (the "Petition Date"), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases"). The Debtors have requested that the Chapter 11 Cases be jointly administered. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in the First Day Declaration.

6. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

7. To date, no creditors' committee has been appointed in the Chapter 11 Cases by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"). No trustee or examiner has been appointed in the Chapter 11 Cases.

I. The Debtors' Utility Services, Proposed Adequate Assurance, and Adequate Assurance Procedures

A. The Utility Services

8. The Debtors receive electric, gas, internet, and other similar utility services from the Utility Companies (the "Utility Services" giving rise to "Utility Obligations"). A list of the Debtors' Utility Services and the respective Utility Companies providing such services is attached hereto as **Exhibit C** (the "Utility Company List"). The relief requested herein pertains to all Utility Companies providing Utility Services to the Debtors and is not limited to those listed on the Utility

Company List. On average, prior to the Petition Date, the Debtors spent approximately $8,430.00 each month on account of the Utility Services.

B. The Proposed Adequate Assurance

9. The Debtors intend to timely pay all undisputed postpetition obligations owed to the Utility Companies. As additional assurance of payment, the Debtors have established a newly-created, segregated account (the "Utility Deposit Account"), and for each Utility Company listed on the Utility Company List, propose to place a deposit equal to approximately two weeks of Utility Services, based on the due dates of average monthly cost of the Utility Services determined by an annual average, within 20 days after the Petition Date (each such deposit is referred to herein as a "Utility Deposit" and represents for each applicable Utility Company, the "Proposed Adequate Assurance"), into such Utility Deposit Account. The Debtors estimate that the Utility Deposits will total approximately $4,215.00.

C. Adequate Assurance Procedures

10. The Debtors submit that the Utility Deposits to be held in the Utility Deposit Account constitute adequate assurance to the Utility Companies. If any Utility Company requests additional adequate assurance of payment pursuant to section 366(c)(2) of the Bankruptcy Code, the Debtors propose that such request be addressed pursuant to the following procedures (the "Adequate Assurance Procedures"):

a) Except as provided by the Adequate Assurance Procedures, the Utility Companies will be prohibited from: (i) altering, refusing, or discontinuing services to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance; or (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Utility Deposit.

b) Within 48 hours after entry of the Interim Order,[3] the Debtors will mail a copy of the Motion and Interim Order to the Utility Companies on the Utility Company List.

c) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve a written request for additional adequate assurance (an "Additional Assurance Request") upon: (a) proposed co-counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Patrick J. Reilley (preilley@coleschotz.com) and 1325 Avenue of the Americas, 19th Floor, New York, NY 10019, Anthony De Leo (adeleo@coleschotz.com); (b) counsel to the Prepetition ABL Agent, Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn: Daniel F. Fiorillo (dfiorillo@otterbourg.com); (c) counsel to the Prepetition Term Loan Agent, McDermott Will & Schulte LLP, 919 Third Avenue, NY, NY 10022, Attn: Adam C. Harris (acharris@mcdermottlaw.com) and Reuben E. Dizengoff (rdizengoff@mcdermottlaw.com); (d) counsel to the Prepetition Subordinated Note Agent, Arnold & Porter Kaye Scholer LLP, 250 West 55th Street, New York, NY 10019, Attn: Alan Glantz (alan.glantz@arnoldporter.com); (e) counsel to the Prepetition Subordinated Note Holders (i) King & Spalding LLP, 1180 Peachtree Street, NE, Suite 1600, Atlanta, GA 30309, Attn: Jeffrey R. Dutson (jdutson@kslaw.com) and (ii) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Allison S. Mielke (amielke@ycst.com); (f) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Linda J. Casey (linda.casey@usdoj.gov); and (g) counsel to any statutory committee appointed in the Chapter 11 Cases (collectively, the "Adequate Assurance Notice Parties").

d) Each Additional Assurance Request must: (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location(s) for which Utility Services are provided; (iv) include a summary of the Debtors' payment history to such Utility Company, including whether the Utility Company holds any deposits or other security, and if so, in what amount; (v) set forth why the Utility Company believes the Proposed Adequate Assurance is insufficient; and (vi) provide an email address to which the Debtors may respond to the Additional Assurance Request.

e) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will promptly negotiate with the requesting Utility Company to resolve such Utility Company's Additional Assurance Request.

f) Should the Debtors be unable to reach a resolution with respect to an Additional Assurance Request, the Debtors will, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next regularly scheduled omnibus hearing to

[3] Local Rule 9013-1(m)(iv) requires service of first-day orders and the underlying first-day motions on affected parties within 48 hours of the entry of such first-day orders.

determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

g) Pending the Determination Hearing, the Utility Company that is the subject of the unresolved Additional Assurance Request is prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection (an "Objection") to the adequacy of the proposed Adequate Assurance.

h) Any Utility Company that does not serve an Additional Assurance Request in compliance with the procedures herein will be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of section 366(c)(2) of the Bankruptcy Code, subject to each such Utility Company's right to seek a modification of adequate assurance under section 366(c)(3) of the Bankruptcy Code.

11. Although the Debtors do not believe that any adequate assurance beyond that proposed is necessary, the Debtors submit that any Utility Company that is dissatisfied with the Proposed Adequate Assurance should be required to make an Additional Assurance Request pursuant to the Adequate Assurance Procedures.

12. The Debtors propose that they be authorized to: (a) resolve any Additional Assurance Request, Objection, or Determination Hearing by mutual agreement with the Utility Company; and (b) in connection with any such agreement, in their sole discretion, modify the Utility Deposit contributed to the Utility Deposit Account for the benefit of such Utility Company and/or provide the Utility Company with an alternative form of adequate assurance of payment, without further order of this Court, provided that the Debtors maintain a summary record of such agreements and their respective terms, and make available such summary record and the agreements themselves to any official committee appointed in these Chapter 11 Cases and the U.S. Trustee upon request.

D. Subsequent Modifications of the Utility Company List and Procedures for Subsequently Identified Utility Companies

13. The Debtors have made a diligent and good-faith effort to identify all of the Debtors' Utility Companies on the Utility Company List. Nevertheless, to the extent the Debtors subsequently identify additional Utility Companies that were inadvertently omitted from the Utility Company List, the Debtors seek authority, in their sole discretion, to amend or supplement the Utility Company List. The Debtors will file any such amendments and serve copies of the Motion, Interim Order, and Final Order on such newly-identified Utility Companies (each, a "Subsequently Identified Utility Company").

14. The Debtors request that any entered orders relating to the Motion be binding on all Utility Companies, regardless of when any particular Utility Company was added to the Utility Company List; *provided, however*, that: (i) to the extent that any Subsequently Identified Utility Company is added to such list, the Debtors request authority, without further order of the Court, to increase the amount of the Utility Deposit Account by an amount equal to the cost of two weeks of Utility Services provided by each such Subsequently Identified Utility Company to the Debtors; and (ii) the Motion and any order related thereto will not be binding on any Subsequently Identified Utility Company until such company is (a) added to the Utility Company List and is served with copies of the Motion, Interim Order, and Final Order and (b) the Debtors increase the amount of the Utility Deposit Account by an amount equal to the cost of two weeks of Utility Services provided by such Subsequently Identified Utility Company.

15. In addition, the Debtors propose that any Subsequently Identified Utility Company have the right to make an Additional Assurance Request on the Adequate Assurance Notice Parties. Should any Subsequently Identified Utility Company make an Additional Assurance Request, the Debtors request that such Subsequently Identified Utility Company be prohibited

from discontinuing, altering, or refusing service to the Debtors, including as a result of unpaid charges for prepetition services, pending resolution of such request.

E. Prohibition on Altering, Refusing, or Discontinuing Service

16. Pending the entry an Interim Order and a Final Order with respect to the Motion and the resolution of any Additional Assurance Request, Objection, or Determination Hearing, the Debtors respectfully request that the Utility Companies, including any Subsequently Identified Utility Companies, be prohibited from (a) discriminating against the Debtors, (b) altering, refusing, or discontinuing service to the Debtors, or (c) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance. The Debtors further request that the Utility Companies, including any Subsequently Identified Utility Companies, be prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, absent further order of the Court.

Basis for Relief

I. The Proposed Adequate Assurance Provides Utility Companies with Adequate Assurance of Payment

17. Section 366(a) of the Bankruptcy Code provides that a "utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title" or for late payment for service provided before an order for relief. 11 U.S.C. § 366(a). Section 366(b) goes on to provide, however, that the utility company may "alter, refuse, or discontinue service if neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment, in the form of

a deposit or other security, for service after such date." *Id.* § 366(b). Section 366(c)(2) of the Bankruptcy Code further provides that in a case filed under chapter 11 of the Bankruptcy Code, a utility may alter or discontinue service if "during the 30-day period beginning on the date of the filing of the petition, the utility does not receive from the debtor or the trustee adequate assurance of payment for utility service that is satisfactory to the utility." *Id.* § 366(c)(2).

18. The interplay between sections 366(b) and 366(c)(2) of the Bankruptcy Code raises interpretive difficulties. Because section 366(c)(2) is "specifically applicable to chapter 11 cases," and section 366(b) is not, the Debtors do not believe that the twenty-day period prescribed in section 366(b) applies here. *See* COLLIER ON BANKRUPTCY ¶ 366.03 (Alan N. Resnick & Henry J. Sommer eds., 16th ed. 2020). But to the extent it does apply, section 366(b) requires that the debtor furnish what it considers to be adequate assurance of payment within 20 days after the entry of the order for relief in the form of a deposit or other security for postpetition service. *See* 11 U.S.C. § 366(b). Section 366(c)(1)(A) of the Bankruptcy Code defines "assurance of payment" to include, among other things, "a cash deposit." *Id*. § 366(c)(1)(A)(i). Here, the Debtors propose to place a deposit equal to two weeks of Utility Services into the Utility Deposit Account for the benefit of any Utility Company providing postpetition services to the Debtors. Courts have found that adequate assurance of two weeks of estimated utilities costs satisfies the requirements of section 366 of the Bankruptcy Code. *See, e.g.*, *Charming Charlie Holdings, Inc.*, Case No. 19-11534 (CSS) (Bankr. D. Del. July 12, 2019) [Docket No. 81] (approving adequate assurance deposit equal to approximately two weeks of utility services); *J & M Sales, Inc.*, Case No. 18-11801 (LSS) (Bankr. D. Del. Aug. 7, 2018) [Docket No. 86] (same). Accordingly, the Proposed Adequate Assurance provides the Utility Companies with adequate assurance of payment

consistent with the requirements of sections 366(b) and 366(c)(1)(A)(i) of the Bankruptcy Code, to the extent applicable.

19. Moreover, the Proposed Adequate Assurance comports with the policy underlying section 366, which is to protect debtors from utility service cutoffs upon the filing of a bankruptcy case, while also providing utility companies with adequate assurance that the debtor will pay for postpetition services. *See* H.R. Rep. No. 95-595, at 350 (1978), reprinted in 1978 U.S.C.C.A.N. 5963, 6306; *see also In re Jones*, 369 B.R. 745, 748 (B.A.P. 1st Cir. 2007) ("The purpose of § 366 is 'to prevent the threat of termination from being used to collect pre-petition debts while not forcing the utility to provide services for which it may never be paid.'") (quoting *Begley v. Philadelphia. Elec. Co. (In re Begley)*, 760 F.2d 46, 49 (3d Cir. 1985)).

20. The Adequate Assurance Procedures provide the Utility Companies fair and ample opportunity to safeguard their interests while also protecting the Debtors from potential abuse by a Utility Company. For example, absent the Adequate Assurance Procedures, on the 29th day following the Petition Date, a Utility Company could declare that the Debtors' Proposed Adequate Assurance is not acceptable, demand an unreasonably large deposit, and threaten to terminate Utility Service the next day unless the Debtors comply with its demand. *Cf.* 11 U.S.C. § 366(c)(2). This would effectively leave the Debtors with two equally oppressive choices: succumb to a Utility Company's last-minute demand for an unreasonably large deposit or face the cessation of essential services. Accordingly, the Adequate Assurance Procedures provide that any Additional Assurance Request that cannot be resolved by the Parties will be brought before the Court for resolution before the affected Utility Company may terminate the Debtors' Utility Services.

II. The Debtors' Proposed Adequate Assurance Procedures Properly Balance the Interests of the Utility Companies and Those of the Debtors and Their Estates

21. Similarly, the Debtors' proposed Adequate Assurance Procedures provide the Utility Companies with a fair and orderly process for seeking modification of the Proposed Adequate Assurance while protecting the Debtors from being forced to address numerous adequate assurance requests in a disorganized manner and at a time when the Debtors' efforts could be more productively focused on the seamless continuation of their operations in chapter 11.

22. Here, notwithstanding the Debtors' belief that the Proposed Adequate Assurance constitutes sufficient adequate assurance, any rights the Utility Companies believe they have under sections 366(b) and (c)(2) are wholly preserved under the Adequate Assurance Procedures. *See In re Circuit City Stores, Inc.*, 2009 WL 484553, at *6 (Bankr. E.D. Va. Jan. 14, 2009) (adopting similar adequate assurance procedures and holding that "notwithstanding [a] determination on an interim basis that the adequate assurance proposed by the [d]ebtors constitute[d] sufficient adequate assurance under 366(b), [the] utility companies . . . [could still] exercise their rights under 366(c)(2) in accordance with the [p]rocedures established by the [c]ourt"). The Utility Companies still may choose, in accordance with the established Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance. *See id.* On the other hand, the Adequate Assurance Procedures avoid a haphazard and chaotic process whereby each Utility Company could make an extortionate, last-minute demand for adequate assurance, which the Debtors would be pressured to pay under the threat of losing critical Utility Services. *See id.*

23. Because the Adequate Assurance Procedures are reasonable and accord with the text and purpose of section 366 of the Bankruptcy Code, the Court should grant the relief requested herein. Similar procedures have been approved in this district in numerous chapter 11 cases. *See, e.g.*, *In re JOANN Inc.*, Case No. 25-10068 (CTG) (Bankr. D. Del. Feb. 14, 2025) [Docket No.

431]; *In re Vyaire Med., Inc.*, Case No. 24-11217 (BLS) (Bankr. D. Del. Jul. 9, 2024) [Docket No. 221]; *In re View, Inc.*, Case No. 24-10692 (CTG) (Bankr. D. Del. Apr. 23, 2024) [Docket No. 117]; *In re American Virtual Cloud Technologies, Inc.*, Case No. 23-10020 (MFW) (Bankr. D. Del. Feb. 3, 2023) [Docket No. 73].

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

24. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only "to the extent that relief is necessary to avoid immediate and irreparable harm." FED. R. BANKR. P. 6003. For the reasons discussed above, the Debtors believe an immediate and orderly transition into chapter 11 is critical and the failure to receive the relief requested herein during the first twenty-one days of these Chapter 11 Cases could adversely impact the Debtors' operations at this important juncture. The requested relief is necessary for the Debtors to operate this business in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "necessary to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

25. Nothing contained in this Motion or any order granting the relief requested in this Motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds;

(c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

26. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

27. Notice of this Motion will be provided to: (i) the U.S. Trustee; (ii) counsel to the Prepetition ABL Agent; (iii) counsel to the Prepetition Term Loan Agent; (iv) counsel to the Prepetition Subordinated Note Agent; (v) counsel to the Prepetition Subordinated Note Holders; (vi) the creditors listed on the Debtors' consolidated list of thirty (30) creditors holding the largest unsecured claims; (vii) the United States Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) the Office of the United States Attorney for the District of Delaware;

(x) Delaware State Treasury; (xi) Delaware Secretary of State; (xii) the Utilities Companies; (xiii) the state attorneys general for states in which the Debtors conduct business; and (xiv) all parties that have requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that no other or further notice is required under the circumstances.

No Prior Request

28. No prior request for the relief sought in this motion has been made to this or any other court.

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WHEREFORE, the Debtors request entry of the Interim Order and Final Order, each substantially in the forms attached hereto, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: August 30, 2026
Wilmington, Delaware

/s/ Justin R. Alberto

COLE SCHOTZ P.C.
Justin R. Alberto (No. 5126)
Patrick J. Reilley (No. 4451)
Jack M. Dougherty (No. 6784)
500 Delaware Avenue, Suite 600
Wilmington, DE 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
Email: jalberto@coleschotz.com
preilley@coleschotz.com
jdougherty@coleschotz.com

Michael D. Sirota (*pro hac vice* pending)
Seth Van Aalten (*pro hac vice* pending)
Sarah A. Carnes (*pro hac vice* pending)
Anthony De Leo (*pro hac vice* pending)
1325 Avenue of the Americas, 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: msirota@coleschotz.com
svanaalten@coleschotz.com
scarnes@coleschotz.com
adeleo@coleschotz.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (*pro hac vice* pending)
601 Lexington Avenue
New York, NY 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com

-and-

Patrick J. Nash, Jr., P.C. (*pro hac vice* pending)
Charles B. Sterrett (*pro hac vice* pending)
333 West Wolf Point Plaza
Chicago, IL 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: patrick.nash@kirkland.com
charles.sterrett@kirkland.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Noble Supply & Logistics, LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11369 (___) (Jointly Administered) **Re: Docket No. __**

INTERIM ORDER (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an interim order (this "Interim Order") (i) approving the Debtors' proposed form of adequate assurance of postpetition payment to the Utility Companies, (ii) establishing Adequate Assurance Procedures for resolving any objection by the Utility Companies relating to the Proposed Adequate Assurance, (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance, and (iv) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is **HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

2. The final hearing on the Motion shall be held on **_____ ___, 2026, at __:__ _.m.**, prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before **4:00 p.m. (prevailing Eastern Time) on _____ ___, 2026** and shall be served on: (a) proposed co-counsel for the Debtors, (i) Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago Illinois 60654, Attn.: Patrick J. Nash, Jr., P.C. (patrick.nash@kirkland.com) and Charles B. Sterrett (charles.sterrett@kirkland.com) and (ii) Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Justin R. Alberto

(jalberto@coleschotz.com), Patrick J. Reilley (preilley@coleschotz.com) and Jack M. Dougherty (jdougherty@coleschotz.com) and 1325 Avenue of the Americas, 19th Floor, New York, NY 10019, Attn: Seth Van Aalten (svanaalten@coleschotz.com), Sarah A. Carnes (scarnes@coleschotz.com) and Anthony De Leo (adeleo@coleschotz.com); (b) counsel to the Prepetition ABL Agent, Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn: Daniel F. Fiorillo (dfiorillo@otterbourg.com); (c) counsel to the Prepetition Term Loan Agent, McDermott Will & Schulte LLP, 919 Third Avenue, NY, NY 10022, Attn: Adam C. Harris (acharris@mcdermottlaw.com) and Reuben E. Dizengoff (rdizengoff@mcdermottlaw.com); (d) counsel to the Prepetition Subordinated Note Agent, Arnold & Porter Kaye Scholer LLP, 250 West 55th Street, New York, NY 10019, Attn: Alan Glantz (alan.glantz@arnoldporter.com); (e) counsel to the Prepetition Subordinated Note Holders, (i) King & Spalding LLP, 1180 Peachtree Street, NE, Suite 1600, Atlanta, GA 30309, Attn: Jeffrey R. Dutson (jdutson@kslaw.com) and (ii) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Allison S. Mielke (amielke@ycst.com); (f) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Linda J. Casey (linda.casey@usdoj.gov); and (g) counsel to any statutory committee appointed in the Chapter 11 Cases. If no objections or responses are filed and served, this Court may enter a final order without further notice or hearing.

3. Within 20 days after the Petition Date, the Debtors shall, for each Utility Company listed on Exhibit C to the Motion (the "Utility Company List") place a deposit for such Utility Company equal to approximately two weeks of Utility Services (each such deposit, a "Utility Deposit") into the Utility Deposit Account.

4. Except as the amount may be adjusted by application of the provisions of this Interim Order, the aggregate amount of $4,215.00 shall be deposited in the Utility Deposit Account

on account of the Utility Deposits within 20 days after the Petition Date and shall be held for the purpose of providing adequate assurance of payment to each Utility Company for its postpetition Utility Services provided to the Debtors.

5. The balance of the Utility Deposit Account may be adjusted by the Debtors, without further order of the Court, as follows: (a) to the extent no dispute over postpetition amounts due exists, the balance of the Utility Deposit Account may be reduced by the amount of a Utility Deposit associated with any terminated utility account; (b) the balance of the Utility Deposit Account shall be increased to the extent a Subsequently Identified Utility Company is added to the Utility Company List; and (c) the balance of the Utility Deposit Account may be adjusted in accordance with the terms of any agreement with respect to adequate assurance of payment reached between a Debtor and a Utility Company; *provided, however*, that before the Debtors make any adjustment under subsection (a) of this paragraph with respect to a Utility Company, the Debtors shall provide at least ten (10) days' prior notice of such adjustment to the affected Utility Company and if such Utility Company disputes the proposed adjustment, the Debtors shall not be permitted to effectuate such adjustment absent further order of this Court or agreement by the parties.

6. The Debtors shall maintain the Utility Deposit Account until the earlier of the Court's entry of an order authorizing the return of the Utility Deposit Account to the Debtors, the effective date of a chapter 11 plan, or the date that an order is entered dismissing these Chapter 11 Cases.

7. No liens—prepetition, postpetition, debtor-in-possession, or otherwise—shall attach to the funds in the Utility Deposit Account until such time that the Utility Companies have been paid in full.

8. The following procedures (the "Adequate Assurance Procedures") are hereby approved with respect to all Utility Companies, including any Subsequently Identified Utility Company:

a) Except as provided by the Adequate Assurance Procedures, the Utility Companies will be prohibited from: (i) altering, refusing, or discontinuing services to, or discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance; or (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Utility Deposit.

b) Within 48 hours after entry of the Interim Order,[3] the Debtors will mail a copy of the Motion and Interim Order to the Utility Companies on the Utility Company List.

c) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve a written request for additional adequate assurance (an "Additional Assurance Request") upon: (a) proposed co-counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Patrick J. Reilley (preilley@coleschotz.com) and 1325 Avenue of the Americas, 19th Floor, New York, NY 10019, Anthony De Leo (adeleo@coleschotz.com); (b) counsel to the Prepetition ABL Agent, Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn: Daniel F. Fiorillo (dfiorillo@otterbourg.com); (c) counsel to the Prepetition Term Loan Agent, McDermott Will & Schulte LLP, 919 Third Avenue, NY, NY 10022, Attn: Adam C. Harris (acharris@mcdermottlaw.com) and Reuben E. Dizengoff (rdizengoff@mcdermottlaw.com); (d) counsel to the Prepetition Subordinated Note Agent, Arnold & Porter Kaye Scholer LLP, 250 West 55th Street, New York, NY 10019, Attn: Alan Glantz (alan.glantz@arnoldporter.com); (e) counsel to the Prepetition Subordinated Note Holders (i) King & Spalding LLP, 1180 Peachtree Street, NE, Suite 1600, Atlanta, GA 30309, Attn: Jeffrey R. Dutson (jdutson@kslaw.com) and (ii) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Allison S. Mielke (amielke@ycst.com); (f) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Linda J. Casey (linda.casey@usdoj.gov); and (g) counsel to any statutory committee appointed in the Chapter 11 Cases (collectively, the "Adequate Assurance Notice Parties").

d) Each Additional Assurance Request must: (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location(s) for which Utility

[3] Local Rule 9013-1(m)(iv) requires service of first-day orders and the underlying first-day motions on affected parties within 48 hours of the entry of such first-day orders.

Services are provided; (iv) include a summary of the Debtors' payment history to such Utility Company, including whether the Utility Company holds any deposits or other security, and if so, in what amount; (v) set forth why the Utility Company believes the Proposed Adequate Assurance is insufficient; and (vi) provide an email address to which the Debtors may respond to the Additional Assurance Request.

e) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will promptly negotiate with the requesting Utility Company to resolve such Utility Company's Additional Assurance Request.

f) Should the Debtors be unable to reach a resolution with respect to an Additional Assurance Request, the Debtors will, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

g) Pending the Determination Hearing, the Utility Company that is the subject of the unresolved Additional Assurance Request is prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection (an "Objection") to the adequacy of the proposed Adequate Assurance.

h) Any Utility Company that does not serve an Additional Assurance Request in compliance with the procedures herein will be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of section 366(c)(2) of the Bankruptcy Code, subject to each such Utility Company's right to seek a modification of adequate assurance under section 366(c)(3) of the Bankruptcy Code.

9. The Debtors are authorized, in their sole discretion, to amend the Utility Company List to add or remove any Utility Company, and all provisions of this Interim Order shall apply to any such Subsequently Identified Utility Company that is added to such list; *provided, however*, that if any Subsequently Identified Utility Company is added to the Utility Company List, the Debtors shall: (i) file a copy of any such amendment and serve a copy of the Motion and this Interim Order on any such Subsequently Identified Utility Company, along with an amended Utility Company List; and (ii) increase the amount of the Utility Deposit Account by an amount equal to the cost of two weeks of Utility Services provided by each such Subsequently Identified Utility Company. Such Subsequently Identified Utility Company shall be permitted to make an

Additional Assurance Request in compliance with the Adequate Assurance Procedures after it receives notice of the Motion.

10. Pending entry of the Final Order and resolution of any Additional Assurance Request, Objection or Determination Hearing, the Utility Companies are prohibited from (a) discriminating against the Debtors, (b) altering, refusing, or discontinuing service to the Debtors, or (c) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance.

11. For the avoidance of doubt, the terms of this Interim Order, including the Adequate Assurance Procedures, shall apply to each Utility Company, notwithstanding any customary business practices, policies, internal operating procedures, or state or local laws or regulations to the contrary. Any Utility Company that believes its customary business practices, policies, internal operating procedures, or state or local laws or regulations forbid it from accepting the Proposed Adequate Assurance or entitle it to additional adequate assurance shall make an Additional Assurance Request or file an Objection in accordance with this Interim Order.

12. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or a "utility" within the meaning of section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Company List.

13. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's

right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

14. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

15. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be effective and enforceable immediately upon entry hereof.

16. The Debtors are authorized to take all actions necessary to implement the relief granted in this Interim Order.

17. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Exhibit B

Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Noble Supply & Logistics, LLC, *et al.*, Debtors.[1]	Chapter 11 Case No. 26-11369 (___) (Jointly Administered) **Re: Docket No. __**

FINAL ORDER (I) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE, AND (IV) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Final Order") approving the Debtors' proposed form of adequate assurance of postpetition payment to the Utility Companies, (ii) establishing Adequate Assurance Procedures for resolving any objection by the Utility Companies relating to the Proposed Adequate Assurance, (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtors solely on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance, and (iv) granting related relief, all as

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

more fully set forth in the Motion; and upon consideration of the First Day Declaration; and the United States District Court for the District of Delaware having jurisdiction to consider this Motion under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is **HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

2. The Proposed Adequate Assurance constitutes "adequate assurance of payment" for purposes of section 366 of the Bankruptcy Code.

3. To the extent a Utility Company seeks additional adequate assurance, it must comply with the following Adequate Assurance Procedures:

a) Except as provided by the Adequate Assurance Procedures, the Utility Companies will be prohibited from: (i) altering, refusing, or discontinuing services to, or

discriminating against, the Debtors on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance; or (ii) requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Utility Deposit.

b) Within 48 hours after entry of the Interim Order,[3] the Debtors will mail a copy of the Motion and Interim Order to the Utility Companies on the Utility Company List.

c) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve a written request for additional adequate assurance (an "Additional Assurance Request") upon: (a) proposed co-counsel for the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 600, Wilmington, Delaware 19801, Attn: Patrick J. Reilley (preilley@coleschotz.com) and 1325 Avenue of the Americas, 19th Floor, New York, NY 10019, Anthony De Leo (adeleo@coleschotz.com); (b) counsel to the Prepetition ABL Agent, Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn: Daniel F. Fiorillo (dfiorillo@otterbourg.com); (c) counsel to the Prepetition Term Loan Agent, McDermott Will & Schulte LLP, 919 Third Avenue, NY, NY 10022, Attn: Adam C. Harris (acharris@mcdermottlaw.com) and Reuben E. Dizengoff (rdizengoff@mcdermottlaw.com); (d) counsel to the Prepetition Subordinated Note Agent, Arnold & Porter Kaye Scholer LLP, 250 West 55th Street, New York, NY 10019, Attn: Alan Glantz (alan.glantz@arnoldporter.com); (e) counsel to the Prepetition Subordinated Note Holders (i) King & Spalding LLP, 1180 Peachtree Street, NE, Suite 1600, Atlanta, GA 30309, Attn: Jeffrey R. Dutson (jdutson@kslaw.com) and (ii) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Allison S. Mielke (amielke@ycst.com); (f) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Linda J. Casey (linda.casey@usdoj.gov); and (g) counsel to any statutory committee appointed in the Chapter 11 Cases (collectively, the "Adequate Assurance Notice Parties").

d) Each Additional Assurance Request must: (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location(s) for which Utility Services are provided; (iv) include a summary of the Debtors' payment history to such Utility Company, including whether the Utility Company holds any deposits or other security, and if so, in what amount; (v) set forth why the Utility Company believes the Proposed Adequate Assurance is insufficient; and (vi) provide an email address to which the Debtors may respond to the Additional Assurance Request.

[3] Local Rule 9013-1(m)(iv) requires service of first-day orders and the underlying first-day motions on affected parties within 48 hours of the entry of such first-day orders.

e) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors will promptly negotiate with the requesting Utility Company to resolve such Utility Company's Additional Assurance Request.

f) Should the Debtors be unable to reach a resolution with respect to an Additional Assurance Request, the Debtors will, upon reasonable notice, calendar the matter (the "Determination Hearing") for the next regularly scheduled omnibus hearing to determine the adequacy of assurance of payment pursuant to section 366(c)(3) of the Bankruptcy Code.

g) Pending the Determination Hearing, the Utility Company that is the subject of the unresolved Additional Assurance Request is prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection (an "Objection") to the adequacy of the proposed Adequate Assurance.

h) Any Utility Company that does not serve an Additional Assurance Request in compliance with the procedures herein will be deemed to have received adequate assurance of payment that is satisfactory to such Utility Company within the meaning of section 366(c)(2) of the Bankruptcy Code, subject to each such Utility Company's right to seek a modification of adequate assurance under section 366(c)(3) of the Bankruptcy Code.

4. Except as the amount may be adjusted by application of the provisions of this Final Order and as set forth on Exhibit C attached to the Motion, Utility Deposits in the aggregate amount of $4,215.00 deposited in the Utility Deposit Account shall be held for the purpose of providing adequate assurance of payment to each Utility Company listed on Exhibit C attached to the Motion (the "Utility Company List") for its postpetition Utility Services provided to the Debtors.

5. The balance of the Utility Deposit Account may be adjusted by the Debtors, without further order of the Court, as follows: (a) to the extent no dispute over postpetition amounts due exists, the balance of the Utility Deposit Account may be reduced by the amount of a Utility Deposit associated with any terminated utility account; (b) the balance of the Utility Deposit Account shall be increased to the extent a Utility Company is added to the Utility Company List; and (c) the balance of the Utility Deposit Account may be adjusted in accordance with the terms of any agreement with respect to adequate assurance of payment reached between a Debtor and

the affected Utility Company; *provided, however*, that before the Debtors make any adjustment under subsection (a) of this paragraph with respect to a Utility Company, the Debtors shall provide at least ten (10) days' prior notice of such adjustment to the affected Utility Company and if such Utility Company disputes the proposed adjustment, the Debtors shall not be permitted to effectuate such adjustment absent further order of this Court or agreement by the parties.

6. The Debtors shall maintain the Utility Deposit Account until the earlier of the Court's entry of an order authorizing the return of the Utility Deposit Account to the Debtors, the effective date of a chapter 11 plan, or the date that an order is entered dismissing these Chapter 11 Cases.

7. No liens—prepetition, postpetition, debtor-in-possession, or otherwise—shall attach to the funds in the Utility Deposit Account until such time that the Utility Companies have been paid in full.

8. The Debtors are authorized, in their sole discretion, to amend the Utility Company List to add or remove any Utility Company and this Final Order and the Adequate Assurance Procedures shall apply to any such Subsequently Identified Utility Company that is added to such list, *provided, however*, that to the extent that a Subsequently Identified Utility Company is added to the Utility Company List, the Debtors shall: (i) file a copy of any such amendment and serve a copy of the Motion, the Interim Order, and this Final Order on any Subsequently Identified Utility Company, along with an amended Utility Company List; and (ii) increase the amount of the Utility Deposit Account by an amount equal to the cost of two weeks of Utility Services provided by each such Subsequently Identified Utility Company. Such Subsequently Identified Utility Company shall be permitted to make an Additional Assurance Request in compliance with the Adequate Assurance Procedures after it receives notice of the Motion.

9. Pending resolution of any Adequate Assurance Request, Objection or Determination Hearing, the Utility Companies are prohibited from (a) discriminating against the Debtors, (b) altering, refusing, or discontinuing service to the Debtors, or (c) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, on the basis of the commencement of the Chapter 11 Cases or a debt owed by the Debtors for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtors' Proposed Adequate Assurance. The Utility Companies are further prohibited from drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services, absent further order of this Court.

10. For the avoidance of doubt, the terms of this Final Order, including the Adequate Assurance Procedures, shall apply to each Utility Company, notwithstanding any customary business practices, policies, internal operating procedures, or state or local laws or regulations to the contrary. Any Utility Company that believes its customary business practices, policies, internal operating procedures, or state or local laws or regulations forbid it from accepting the Proposed Adequate Assurance or entitle it to additional adequate assurance shall make an Additional Assurance Request in accordance with this Final Order.

11. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or a "utility" within the meaning of section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Company List.

12. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order) is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity, or priority of, or basis for, any claim against the Debtors under the Bankruptcy Code or

other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

13. Notwithstanding Bankruptcy Rule 6004(h), this Final Order shall be effective and enforceable immediately upon entry hereof.

14. The Debtors are authorized to take all actions necessary to implement the relief granted in this Final Order.

15. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit C

Utility Company List

Utility Provider	Account Number(s)	Utility Service	Average Cost Per Month	Proposed Two-Week Assurance
Northcentral Electric Cooperative	155995001	Electricity	$3,264.00	$1,632.00
Olive Branch Gas Utility	10014106-80242	Gas	$1,042.00	$521.00
Eversource	7401 420 9311	Electricity	$600.00	$300.00
Dominion Energy Virginia	08973349403	Electricity	$306.00	$153.00
Washington Gas Light	320000518706	Gas	$99.00	$49.50
Bci Mississippi Broadband Dba Maxxsouth Broadband	8282 40 025 0135575	Internet	$195.00	$97.50
Vodafone Gmbh (Wire)		Internet	$97.00	$48.50
Cable One (Sparklight)	816011101016774	Internet	$153.00	$76.50
Comcast (Olive Branch)	Weijia via NS	Internet	$412.00	$206.00
Segra	103773393	Internet	$2,002.00	$1,001.00
Verizon	IT Card via Concur	Internet	$260.00	$130.00