Docket #0010 Date Filed: 8/30/2026

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 (___)
Debtors.[1]	(Joint Administration Requested)

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (A) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO (I) PAY PREPETITION WAGES, COMPENSATION, EMPLOYEE BENEFITS, AND OTHER EMPLOYEE OBLIGATIONS, (II) CONTINUE CERTAIN EMPLOYEE BENEFIT PROGRAMS IN THE ORDINARY COURSE, (B) AUTHORIZING ALL BANKS TO HONOR PREPETITION CHECKS FOR PAYMENT OF PREPETITION EMPLOYEE OBLIGATIONS, AND (C) 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), 362, 363(b), and 507(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 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 the Interim Order and the Final Order (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, compensation, employee benefits and other employee obligations, (b) continue certain employee benefit programs in the ordinary course, (ii) authorizing all banks to honor prepetition checks for payment of prepetition employee obligations, and (iii) granting other related relief.

Jurisdiction And Venue

2. This Court has jurisdiction to consider this Motion under 28 U.S.C. § 1334 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.

3. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409. The bases for the relief requested herein are sections 105(a), 362, 363(b), and 507(a) of the Bankruptcy Code and Local Rules 2002-1 and 9013-1.

Background

4. On the date hereof (the "Petition Date"), each Debtor commenced a Chapter 11 case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the

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

"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.

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

6. 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.

7. As of the Petition Date, the Debtors have a workforce of approximately 272 employees, of which 269 are full-time employees and three (3) are part-time employees. Approximately 237 of the Debtors' Employees primarily work in the United States (the "Domestic Employees"), and approximately 35 work outside the United States in either Germany, Japan, Kazakhstan or Poland (the "Foreign Employees" and, with the Domestic Employees, the "Employees"). Of the Foreign Employees, nine (9) are located in Germany, nine (9) are located in Kazakhstan, sixteen (16) are located in Japan, and one (1) is located in Poland. All of the Employees, including the Foreign Employees, are employed by debtor Noble Supply & Logistics, LLC. The Employees include personnel that are intimately familiar with the Debtors' businesses and thus, the Employees' understanding of the Debtors' operations is essential to the effective operation of the Debtors' businesses and their ability to maximize value in these Chapter 11 Cases.

8. In addition to the Employees, the Debtors' supplement their workforce by retaining, from time-to-time, individuals with specialized expertise as independent contractors (the "Independent Contractors"). The Debtors also retain certain supplemental workers (the "Staffing

Agency Workers" and, together with the Independent Contractors, the "Supplemental Workers"), whose services are procured indirectly through Silvergreen, Sourcefit, and Flex Labor, which are each third-party staffing agencies (the "Staffing Agencies"). As of the Petition Date, the Debtors utilize sixteen (16) Independent Contractors and approximately nine (9) Staffing Agency Workers.

9. The Debtors' Employees and the Supplemental Workers perform a variety of critical functions for the Debtors, and their knowledge, skills, and understanding of the Debtors' infrastructure, business operations, and customer and vendor relations is essential to the success of these chapter 11 cases. The Debtors' Employees and the Supplemental Workers are needed to preserve going-concern value through the marketing and sale process and maintain operations and customer and vendor relationships. As more fully described below, in the ordinary course of business, the Debtors maintain compensation and benefits programs for their Employees and pay various administrative fees in connection therewith (collectively, the "Employee Programs," and the obligations to the Employees and other parties thereunder, the "Employee Obligations").[3]

10. The following chart reflects the Debtors' estimates of prepetition Employee Obligations that are or will become due and payable during the interim period.

Employee Obligations	Interim Amount
Compensation Obligations	
Wages	**$766,000**
Commissions	**$159,000**
Payroll Processing Fees	**$16,000**
Withholdings	**$370,000**
Independent Contractor and Staffing Agency Obligations	**$362,000**
Paid Time Off	

[3] The summary of the Employee Obligations and Employee Programs provided herein is qualified entirely by the Debtors' official policies or other practices, programs, or agreements, whether written or unwritten, evidencing an arrangement among the Debtors and their Employees (each, an "Official Policy"). In the event of any inconsistency or ambiguity between the summary contained herein and an Official Policy, the terms of such Official Policy shall govern, but, for the avoidance of doubt, in no event shall the Debtors make any prepetition payments or honor any prepetition obligations other than what is authorized by the Court after consideration of this Motion.

Paid Vacation and Personal Days	**$100,000**
Other Time Off Policies	**$0**
Reimbursable Expenses	**$210,000**
Concur Administrative Fees	**$7,500**
Health and Welfare Programs	
Health Insurance Benefits	**$131,000**
Benefits Broker Fees	**$6,000**
HSA Contributions	**$0**
Disability, Life and AD&D Benefits	**$10,000**
Employee Assistance Program	**$0**
Voluntary Benefits Remittance Obligations	**$5,000**
Other	
Workers' Compensation Program	**$66,000**
401(k) Plan	**$27,500**
Total:	**$2,236,000**

11. The Debtors will not pay any Employee an amount in excess of the $17,150 limit contained in section 507(a)(4) of the Bankruptcy Code (the "Priority Cap") on account of prepetition Employee Obligations unless such amount is required to be paid under applicable state or foreign law.

A. Compensation Obligations

i. Wages

12. In the ordinary course of business, the Debtors pay their Domestic Employees for wages, overtime, and similar obligations (the "Wages") on a biweekly basis and six (6) days in arrears.[4] The Debtors' Japan-based and Poland-based Foreign Employees are also paid biweekly through the Debtors' United States payroll. The Debtors pay their Foreign Employees located in Germany and Kazakhstan on a monthly basis, with each monthly payroll funded at or near the end of the calendar month to which it relates, rather than in arrears. The Debtors' payroll obligations are approximately $2.8 million per month. Because the Domestic Employees and the Foreign

[4] The Debtors also employ one Foreign Employee located in Poland who is paid in under U.S. Payroll.

Employees in Japan and Poland are paid in arrears, the Debtors will owe certain of the Employees accrued but unpaid Wages as of the Petition Date. As of the Petition Date, the Debtors estimate that they owe approximately $766,000 on account of accrued but unpaid Employee Wages, all of which will become due and owing during the interim period. Accordingly, the Debtors seek authority, but not direction, to pay all outstanding prepetition amounts on account of the Employee Wages and to continue paying the Employee Wages on a postpetition basis in the ordinary course of business and consistent with past practices.

ii. Commissions

13. In the ordinary course of business, the Debtors pay commissions (the "Commissions") to certain sales and business development Employees. As of the Petition Date, the Debtors owe their Employees approximately $159,000 on account of prepetition Commissions based on 2026 sales, all of which will become due and owing during the interim period.

iii. Payroll Processing Fees

14. The Debtors' payroll process for its Domestic Employees and its Poland-based and Japan-based Foreign Employees is administered through ADP ("ADP"). The Debtors' payroll process for its Kazakhstan-based and Germany-based Foreign Employees is administered through Elite ("Elite") for the Kazakhstan payroll and Falk & Co. ("Falk" and, with ADP and Elite, the "Payroll Processors") for the Germany payroll. The Debtors pay service fees of approximately $32,000 per month (the "Payroll Processor Fees") on account of the administration of the Employee payroll, of which approximately $16,000 per month is payable to ADP. The Debtors estimate that, as of the Petition Date, they owe approximately $16,000 of accrued but unpaid Payroll Processor Fees to the Payroll Processors, all of which will become due and owing within the interim period.

iv. Withholdings

15. In connection with paying Wages, the Debtors routinely withhold from Employees' Wages amounts that the Debtors are required to transmit to third parties ("Withholdings"). Examples of such Withholdings include, without limitation, federal taxes, state and local income taxes, and Social Security and Medicare (FICA) taxes. Typically, total Withholdings are approximately $392,161 per pay period, including both the Debtors' obligations and the Employees' obligations. Such Withholdings, to the extent that they remain in the Debtors' possession, constitute moneys held in trust and, therefore, are not property of the Debtors' estates. Accordingly, the Debtors hereby request authority to continue withholding and remitting amounts to the appropriate third parties, as applicable, in the ordinary course of business on a postpetition basis and consistent with past practice. As of the Petition Date, the Debtors estimate that accrued, but unpaid, prepetition Withholdings total approximately $370,000, all of which will be due to be remitted during the interim period.

v. Independent Contractor and Staffing Agency Obligations

16. Historically, the Debtors have utilized Independent Contractors and Staffing Agencies to perform certain services important to the Debtors' operations. As of the Petition Date, the Debtors utilize approximately sixteen (16) Independent Contractors, of which eight (8) deliver training services and eight (8) provide back-office consulting services. The Debtors pay approximately $112,000 per month on account of the Independent Contractors, consisting of approximately $75,000 per month for back-office consulting services and approximately $37,000 per month for training services. As of the Petition Date, the Debtors also utilize nine (9) Staffing Agency Workers, each of whom is engaged through Sourcefit and is based in the Philippines to perform certain business development, contracting, expediting, and accounts payable services

important to the Debtors' operations. The Staffing Agency Workers' engagement is anticipated to conclude on or about October 9, 2026. By this Motion, the Debtors seek authority to continue paying their Independent Contractors and the Staffing Agencies in the ordinary course and pay any prepetition amounts that may be owing to such Independent Contractors and the Staffing Agencies. As of the Petition Date, the aggregate amount of accrued, but unpaid, obligations owing to Independent Contractors and the Staffing Agencies totals approximately $362,000, consisting of approximately $112,000 owing to Independent Contractors and approximately $250,000 owing to the Staffing Agencies, all of which will become due and payable during the interim period.

B. Paid Time Off

17. In addition to Wages, the Debtors offer their Employees other forms of compensation, including paid time off in the forms of accrued paid time off, paid holidays, sick days, and certain Other Time Off Policies (as defined below) (collectively, "Paid Time Off"). These forms of compensation are usual and customary and are necessary if the Debtors are to retain qualified Employees to maximize the value of the Debtors' businesses. Accordingly, the Debtors request authority, but not direction, to honor outstanding prepetition obligations with respect to their Paid Time Off policies in the ordinary course of business, subject to the Debtors' discretion, applicable restrictions under the Debtors' policies, and as required by state and foreign law.

i. Paid Vacation and Personal Days

18. The Debtors provide paid holidays for several dates annually. In addition, the Debtors provide their Employees with Paid Time Off classified as "Paid Vacation" and "Personal Days." In the ordinary course of business, the Debtors' full-time Employees accrue Paid Vacation time as follows: (a) 120 hours per year for Employees with fewer than five (5) years of service; (b) 160 hours per year for Employees with five (5) to ten (10) years of service; and (c) 200 hours

per year for Employees with ten (10) or more years of service. Employees may carry over up to 40 hours of unused Paid Vacation time to the following calendar year, and any unused Paid Vacation time in excess of that amount is forfeited. Part-time Employees working more than 25 hours per week accrue Paid Vacation time on a prorated basis. Foreign Employees accrue vacation in accordance with applicable local law and practice, including thirty (30) days per year for Employees located in Germany. Upon termination, accrued but unused Paid Vacation Time is calculated and paid in accordance with the Debtors' normal pay practices, and any negative PTO balance is deducted from the Employee's final paycheck.

19. In the ordinary course of business, the Debtors' Employees are eligible to accrue one Personal Day per calendar year. At the end of each calendar year, unused Personal Days are forfeited unless prohibited by state or local law. Upon termination, unused Personal Days are paid out in accordance with the Debtors' normal pay practices.

20. The Debtors estimate that, as of the Petition Date, the value of accrued and unused Paid Vacation time and Personal Days equals approximately $780,000, approximately $100,000 of which will become payable during the interim period.

ii. Other Time Off Policies

21. The Debtors also maintain policies governing requests by Employees for paid time off from work, including but not limited to: (a) bereavement leave; (b) election duty leave; (c) jury and witness duty leave; and (d) paid parental leave (the "Other Time Off Policies"). Paid parental leave provides two weeks of Employer-paid leave in addition to any short-term disability coverage for which the Employee qualifies. The Other Time Off Policies do not typically involve incremental cash outlays beyond standard payroll obligations, but out of an abundance of caution,

the Debtors seek authority to continue the Other Time Off Policies in the ordinary course of business on a postpetition basis and pay prepetition claims, if any, with respect thereto.

C. Reimbursable Expenses

22. In the ordinary course of business, the Debtors reimburse certain Employees for preapproved expenses incurred on behalf of the Debtors within the scope of their employment (collectively, the "Reimbursable Expenses"). Certain of the Reimbursable Expenses are incurred through the use of two corporate credit cards ending in 7717 (the "Noble T&E Card") and 1680 (the "KD T&E Card" and, with the Noble T&E Card, the "Corporate Credit Cards") serviced by JPMorgan Chase Bank N.A. (the "Credit Card Servicer"). Certain of the Debtors' current Employees are authorized to use the Corporate Credit Cards to fund reasonable business expenses including, among other expenses, travel-related expenses. The Noble T&E Card has a limit of $287,000 and the KD T&E Card has a limit of $75,000. The Debtors remit payment directly to the Credit Card Servicer on account obligations incurred through the Corporate Credit Cards typically on a monthly basis.

23. Additionally, certain Employees may incur approved out-of-pocket Reimbursable Expenses when use of a Corporate Credit Card is unavailable. In such instances, Employees may seek reimbursement by submitting an expense report. Once the Debtors have determined that the charges are for allowable reimbursable business expenses, the Debtors reimburse such Employees for any such expenses.

24. The Debtors' inability to reimburse the Reimbursable Expenses could impose a hardship on the Employees where such individuals incurred obligations for the Debtors' benefit. Employees incurred the Reimbursable Expenses as business expenses on the Debtors' behalf and with the understanding that such expenses would be reimbursed. Although the Debtors' ask that

reimbursement requests be promptly submitted, some requests for reimbursement timely made prior to the Petition Date may not yet have been processed in the ordinary course of business, and some delays in submission may result in Employees submitting reimbursement requests for prepetition expenses after the Petition Date.

25. As of the Petition Date, the Debtors estimate that they owe approximately $210,000 in aggregate Reimbursable Expenses which will come due during the interim period. Accordingly, to avoid harming Employees who have incurred Reimbursable Expenses on behalf of the Debtors and who may be or become personally liable for such expenses, the Debtors seek authority, but not direction, to (a) pay the Reimbursable Expenses and (b) continue to pay the Reimbursable Expenses in the ordinary course of business and consistent with past practice during the Chapter 11 Case.

D. Concur Administrative Fees

26. In the ordinary course of business, the Debtors reimburse Employees for out-of-pocket Reimbursable Expenses through Concur Technologies, Inc. ("Concur"), which in turn charges the Debtors administrative fees for its services (the "Concur Administrative Fees"). In addition, the Independent Contractors and the Staffing Agencies submit invoices to the Debtors for their services, which the Debtors process and pay through Concur rather than through the Debtors' Payroll Processors. The Debtors pay approximately $7,500 to Concur each month for use of its services. By this Motion, the Debtors seek authority to continue paying Concur in the ordinary course and pay any prepetition amounts that may be owing to Concur. As of the Petition Date, the Debtors estimate that they owe Concur approximately $7,500 on account of the Concur Administrative Fees, all of which will become due and payable during the interim period.

E. Health and Welfare Programs

27. In the ordinary course of business, the Debtors have established standard and customary plans and policies to provide their eligible Employees with health benefits, including medical, dental and vision plans, COBRA, a health savings account plan, and other ancillary benefits programs (collectively, the "Health and Welfare Programs," and the obligations thereunder, the "Health and Welfare Program Obligations").

28. Pursuant to this Motion, the Debtors seek authority to pay all Health and Welfare Program Obligations in the ordinary course of business, including all prepetition amounts in connection therewith, and to continue to maintain the Health and Welfare Programs in the ordinary course of business. As of the Petition Date, the Debtors estimate that accrued but unpaid Health and Welfare Program Obligations, including administrative fees and certain past due amounts, total approximately $176,000, all of which will become due and payable during the interim period.

i. Health Insurance Benefits

29. The Debtors offer eligible Employees and their dependents healthcare plans (the "Medical Plans") through Aetna. The Debtors pay an average of approximately $375,000 per month for premiums and administration fees on account of the Medical Plans. The Medical Plans are fully insured, with a portion of the premiums payable to Aetna funded through Employee payroll deductions, and the Debtors bearing the balance, including administration fees of approximately $40,000 per month. The Debtors also offer eligible Employees and their dependents dental plan options (the "Dental Plan") administered by Aetna. The Debtors pay an average of approximately $19,500 per month for premiums on account of the Dental Plan. Further, the Debtors offer Employees and their dependents a vision plan administered by EyeMed (the "Vision Plan," and collectively with the Medical Plans and Dental Plan, the "Health Insurance

Plans," and the obligations thereunder, the "Health Insurance Plan Obligations"). The Debtors pay an average of approximately $21,000 per month for premiums and administration fees on account of the Vision Plan. The Debtors estimate that, as of the Petition Date, they owe approximately $131,000 in Health Insurance Plan Obligations, all of which will become due and payable during the interim period.

ii. Benefits Broker Fees

30. In addition to the premiums payable to the carriers under the Health Insurance Programs, the Debtors pay separate broker and benefits administration fees to Innovo, which provides brokerage and related administrative services in connection with the Health and Welfare Programs (the "Benefits Broker Fees"). The Debtors pay approximately $6,000 per month on account of the Benefits Broker Fees. The Debtors estimate that, as of the Petition Date, they owe approximately $6,000 in Benefits Broker Fees to Innovo, all of which will become due and payable during the interim period.

iii. HSA Plans

31. The Debtors also offer eligible Employees a health savings account (the "HSA Plan") through Fidelity, which is funded through Employee payroll deductions. In addition, the Debtors contribute $500 annually for individual coverage or $1,000 annually for family coverage (the "HSA Employer Contributions") if an eligible Employee is enrolled in the Debtors' HSA-compatible Medical Plan option. The HSA Employer Contributions for the current plan year have been funded in full. Accordingly, as of the Petition Date, the Debtors do not owe any accrued and unpaid prepetition amounts on account of the HSA Employer Obligations. The Debtors seek authority, but not direction, to continue making HSA Employer Contributions in the ordinary course of business on a postpetition basis.

iv. Disability, Life and AD&D Benefits

32. The Debtors provide eligible Employees with certain long-term disability benefits (the "Disability Benefits Plan," and the obligations thereunder, the "Disability Benefits Obligations"). The Debtors also provide eligible Employees with basic life insurance (the "Life Insurance Program" and the obligations thereunder, the "Life Insurance Obligations"). The Debtors also provide eligible Employees with accidental death and dismemberment benefits (the "AD&D Program") and the obligations thereunder, the "AD&D Obligations").

33. All eligible Employees are automatically enrolled in the Disability Benefits Plan, the Life Insurance Program, and the AD&D Program. The Debtors cover 100% of these premiums for all eligible Employees. The Debtors pay approximately $16,000 a month on average to The Hartford Group Benefits to administer the Disability Benefits Plan, the Life Insurance Program, and the AD&D Program. As of the Petition Date, the Debtors estimate that accrued but unpaid Disability Benefits Obligations, Life Insurance Obligations, and AD&D Obligations, including administrative fees, total approximately $10,000, all of which will come due during the interim period.

v. Employee Assistance Program

34. The Debtors also provide an Employee Assistance Program (the "EAP") known as Ability Assist through the Hartford Group Benefits, which offers qualified counselors to help employees cope with personal problems they may be facing. The EAP is provided at no additional cost as part of the coverage the Debtors purchase on account of the Disability Benefits Plan, Life Insurance Program and AD&D Program, and the Debtors do not pay any separate fees on account of the EAP. Accordingly, as of the Petition Date, the Debtors do not owe any accrued and unpaid

prepetition amounts on account of the EAP. The Debtors seek authority, but not direction, to continue the EAP in the ordinary course of business on a postpetition basis.

vi. Voluntary Benefits Remittance Obligations

35. In addition to the benefits described above, the Debtors administer certain voluntary benefit programs that are purchased by Employees through payroll deductions (collectively, the "Voluntary Benefits Programs"). The Voluntary Benefits Programs include short-term disability coverage and voluntary life insurance coverage administered by Hartford.

36. Although the premiums for the Voluntary Benefits Programs are funded entirely by Employee payroll deductions, the Debtors are obligated to deduct such amounts from Employee wages and remit them to the applicable third-party providers (the "Voluntary Benefits Remittance Obligations"). To the extent that any Employee payroll deductions on account of the Voluntary Benefits Programs have been withheld but not yet remitted to the applicable providers as of the Petition Date, such amounts constitute moneys held in trust and are not property of the Debtors' estates. The Debtors request authority, but not direction, to continue to deduct and remit all amounts on account of the Voluntary Benefits Programs in the ordinary course of business and to pay any accrued but unremitted Voluntary Benefits Remittance Obligations.

D. Workers' Compensation Program

37. The Debtors also maintain workers' compensation insurance (the "Workers' Compensation Program"), which is provided by Federal Insurance Company, a member of the Chubb group of insurance companies. The Debtors pay all premiums and related fees on account of the Workers' Compensation Program. As of the Petition Date, the Debtors believe there are no amounts outstanding on account of regular premiums under the Workers' Compensation Program. In connection with a routine audit of prepetition premiums, the Debtors may owe additional

amounts on account of prepetition premiums. Those amounts, however, remain subject to review and dispute procedures, and in any event are estimated not to exceed $66,000. The Debtors must continue the claim assessment, determination, adjudication, and payment processes pursuant to the Workers' Compensation Program without regard to whether such liabilities are outstanding before the Petition Date to ensure that the Debtors comply with applicable workers' compensation laws and requirements during the pendency of these Chapter 11 Cases.

38. The Debtors may be statutorily or contractually obligated to maintain the Workers' Compensation Program in certain states, and their inability to do so may result in adverse legal consequences that potentially could disrupt the chapter 11 process. Like the Health and Welfare Programs, the Workers' Compensation Program is similarly critical to retaining Employees and maintaining Employee morale. As of the Petition Date, the Debtors do not believe there are any open claims under the Workers' Compensation Program. Nevertheless, out of an abundance of caution, the Debtors request that the Court: (a) modify the automatic stay solely to permit Employees to proceed with workers' compensation claims in the appropriate judicial or administrative forum; and (b) authorize the Debtors to pay all workers' compensation obligations, including any outstanding insurance premiums, as they become due in the ordinary course of the Debtors' businesses.

E. The 401(k) Plan

39. The Debtors sponsor a 401(k)-retirement savings plan (the "401(k) Plan") for eligible Employees. The 401(k) Plan is administered by Fidelity Investments, with Cambridge Investment Group d/b/a Aegis ("Aegis") serving as the Debtors' third-party advisor, and provides for both pre-tax and Roth salary deductions of compensation up to limits set by the Internal Revenue Code. The Debtors provide a safe harbor matching contribution equal to 100% of the

first 3% of an Employee's eligible compensation and 50% of the next 2%, with all contributions are 100% vested immediately. The Debtors' employer-funded matching contributions are approximately $35,000 per pay period. The Debtors pay approximately $2,500 per month to Fidelity Investments on account of plan administration and approximately $1,900 per month to Cambridge Investment Group, d/b/a Aegis on account of advisory services related to the 401(k) Plan. As of the Petition Date, the Debtors estimate that the approximate amount of accrued retirement obligations related to the 401(k) Plan is $27,500, inclusive of fees owing to Aegis, all of which will become due and owing within the interim period. Accordingly, the Debtors request authority, but not direction, to continue the 401(k) Plan in the ordinary course of business on a postpetition basis and satisfy any accrued prepetition retirement obligations related to the 401(k) Plan in the ordinary course of business.

Basis for Relief Requested and Applicable Authority

40. As a result of the commencement of these Chapter 11 Cases and in the absence of an order of the Court providing otherwise, the Debtors will be prohibited from paying or otherwise satisfying their prepetition Employee Obligations, and the checks, wire transfers, and direct deposit transfers issued in respect of any such prepetition Employee Obligations would be dishonored. Failing to honor these obligations would have devastating consequences to the Debtors' pursuit of a value-maximizing transaction.

I. The Proposed Payment of Employee Obligations Is Warranted under Section 363(b) of the Bankruptcy Code and the Doctrine of Necessity.

41. Under section 363 of the Bankruptcy Code, a bankruptcy court is empowered to authorize a chapter 11 debtor to expend funds in the bankruptcy court's discretion outside the ordinary course of business. 11 U.S.C. § 363. Under section 363(b), courts require only that the debtor "show that a sound business purpose justifies such actions." *In re Montgomery Ward*

Holding Corp., 242 B.R. 147, 153 (D. Del. 1999) (requiring that the debtor show a "sound business purpose" to justify its actions under section 363 of the Bankruptcy Code) (internal citations omitted); *see also In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring a "good business reason for a sale under section 363 of the Bankruptcy Code"); *In re Adelphia Commc'ns Corp.*, No. 02-41729 (REG), 2003 WL 22316543, at *30 (Bankr. S.D.N.Y. Mar. 4, 2003) (requiring a "good business reason" for disposition of assets outside of the ordinary course in bankruptcy).

42. Payment of prepetition wage and compensation claims to preserve and protect a debtor's business and maximize value of the estate and maintain positive employee morale, even if such payment were deemed to be outside the ordinary course of business, is a sufficient business justification for such an authorization. *See In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989). Accordingly, this Court should grant the requested relief under section 363 of the Bankruptcy Code.

43. Even if a particular claim is not entitled to priority, payment is nonetheless justified under section 105(a) of the Bankruptcy Code and the well-established "necessity of payment doctrine." Under the "necessity of payment doctrine" and section 105(a) of the Bankruptcy Code, courts have consistently permitted immediate payment of prepetition obligations where necessary to preserve or enhance the value of a debtor's estate for the benefit of all creditors, specifically including payment of prepetition employee claims. *See, e.g.*, *Miltenberger v. Logansport C. & S.W. Ry. Co.*, 106 U.S. 286, 312 (1882) (stating that payment of pre-receivership claim prior to reorganization permitted to prevent "stoppage of . . . [crucial] business relations"); *see also Gregg v. Metro Trust Co.*, 197 U.S. 183, 187 (1905) (stating that "the payment of the employees of the [rail]road is more certain to be necessary in order to keep it running than the payment of any other

class of previously incurred debts"); *Ionosphere*, 98 B.R. at 175-76 (finding that payment of prepetition wages, salaries, reimbursable business expenses and health benefits to active employees of debtor airline authorized). The modern application of the doctrine of necessity is largely unchanged from the Supreme Court's reasoning in *Miltenberger*. *See In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581-82 (3d Cir. 1981) ("[I]n order to justify payment under the 'necessity of payment' rule, a real and immediate threat must exist that failure to pay will place the continued operation of the [debtor] in serious jeopardy."); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 825 (Bankr. D. Del. 1999) ("The Supreme Court, the Third Circuit and the District of Delaware all recognize the court's power to authorize payment of pre-petition claims when such payment is necessary for the debtor's survival during chapter 11."); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191-92 (Bankr. D. Del. 1994).

44. As described above, the Employees are highly skilled and experienced, without whom the Debtors could not operate. Thus, the Debtors' ability to maximize value depends, in large part, upon the retention and motivation of the Employees. Most of the Debtors' workforce (and their families) are dependent upon the wages, salaries, reimbursements, and other benefits they receive from the Debtors. Any disruption from Employee resignations or lack of morale could have devastating effects on the Debtors' efforts to maximize the value of their estates. Indeed, payments which maintain the morale of the Debtors' workforce actually add value to the estates because an unplanned reduction in the workforce or productivity could have significant effect on the Debtors' business operations. Accordingly, it is critical that the Debtors are authorized to honor their Employee Obligations, subject to the limitations described herein.

II. The Proposed Payments of Employee Obligations Do Not Exceed the Statutory Caps Under Section 507 of the Bankruptcy Code

45. The Debtors believe that substantially all of the amounts they seek to pay are entitled to priority under sections 507(a)(4) or (a)(5) of the Bankruptcy Code. Section 507(a)(4) of the Bankruptcy Code grants priority to employee claims for "wages, salaries, or commissions, including vacation, severance and sick leave pay" earned within 180 days before the filing of the applicable petition up to $17,150 per employee. 11 U.S.C. § 507(a)(4). Similarly, section 507(a)(5) of the Bankruptcy Code provides that claims for contributions to certain employee benefit plans are also afforded priority treatment to the extent of the number of employees covered by each plan multiplied by $17,150, less any amounts paid pursuant to section 507(a)(4) of the Bankruptcy Code. 11 U.S.C. § 507(a)(5). Thus, granting the relief sought herein would affect only the timing, and not the amount, of payment of the Employee Obligations to the extent they constitute priority claims.

III. The Proposed Payment of Withholdings Is Authorized by Section 541 of the Bankruptcy Code

46. A portion of the Employee Obligations constitutes funds held in trust for payment to third parties. Specifically, under Bankruptcy Code section 541, all prepetition legal or equitable interests of a debtor are considered property of the estate subject to certain exclusions. Bankruptcy Code section 541(b)(7) explicitly excludes amounts withheld by an employer from employee wages as employee contributions to employee benefit plans under ERISA and health insurance plans under state law. Thus, the payment of the employee contribution component of the employer taxes or payment of garnished wages will not prejudice the Debtors' estates because such Withholdings are held in trust for the benefit of the related payees and, thus, do not constitute property of the Debtors' estates under section 541 of the Bankruptcy Code. *See Begier v. IRS*, 496 U.S. 53, 57 (1990); *In re Am. Int'l Airways, Inc.*, 70 B.R. 102, 103 (Bankr. E.D. Pa. 1987) (funds

held in trust for federal excise and withholding taxes are not property of debtor's estate and, therefore, not available for distribution to creditors).

47. Further, federal, foreign, and state laws require the Debtors to withhold certain tax payments from the Employees' paychecks and to pay such amounts to the appropriate taxing authority. 26 U.S.C. §§ 6672, 7501(a); s*ee also City of Farrell v. Sharon Steel Corp.*, 41 F.3d 92, 95-97 (3d Cir. 1994) (finding that state law requiring a corporate debtor to withhold city income tax from its employees' wages created a trust relationship between debtor and the city for payment of withheld income taxes); *In re DuCharmes & Co.*, 852 F.2d 194, 196 (6th Cir. 1988) (noting that individual officers of a company may be held personally liable for failure to pay trust fund taxes). Because the Withholdings may not be property of the Debtors' estates, the Debtors request that the Court authorize them to transmit the Withholdings on account of the Employees to the proper parties in the ordinary course of business.

48. Courts in this district have routinely granted to chapter 11 debtors the same or similar relief requested in this Motion. *See, e.g.*, *In re W. Marine, Inc.*, No. 26-10794 (KBO) (Bankr. D. Del. May 19, 2026) [Docket No. 63] (authorizing debtors to satisfy prepetition wages, salaries, other compensation, and reimbursable expenses, and to continue employee benefits programs on an interim basis); *In re Freedom Forever LLC*, No. 26-10522 (BLS) (Bankr. D. Del. Apr. 17, 2026) [Docket No. 25] (authorizing debtor to satisfy prepetition wages, salaries, commissions, and other compensation, and to continue employee benefits programs on an interim basis); *In re By Hotel SPE-3 LLC*, No. 26-10324 (JKS) (Bankr. D. Del. Apr. 7, 2026) [Docket No. 91] (authorizing debtors to pay prepetition wages, salaries, and other compensation, and to continue employee benefits programs on a final basis); *In re Glenwood Caverns Holdings LLC*, No. 26-10166 (LSS) (Bankr. D. Del. Mar. 11, 2026) [Docket No. 93] (authorizing debtor to satisfy

prepetition wages, salaries, other compensation, and reimbursable expenses, and to continue employee benefits programs on a final basis).

IV. A Limited Waiver of the Automatic Stay for Workers' Compensation Claims Is Appropriate Here.

49. Section 362(a)(1) of the Bankruptcy Code operates to stay:

> [T]he commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title[.]

11 U.S.C. § 362(a)(1). Section 362 of the Bankruptcy Code, however, permits a debtor or other parties in interest to request a modification or termination of the automatic stay for "cause." *Id.* at § 362(d)(1).

50. In accordance with section 362(d) of the Bankruptcy Code, the Debtors seek to modify the automatic stay to permit Employees to proceed with their workers' compensation claims in the appropriate judicial or administrative forum. Cause exists here to modify the automatic stay because staying the workers' compensation claims could have a detrimental effect on the financial wellbeing and morale of certain Employees and lead to the departure of Employees who are critical at this juncture. Such departures could cause a severe disruption in the Debtors' businesses, which would be to the detriment of all parties in interest.

51. For these reasons, modification of the stay to permit employees to submit workers' compensation claims is necessary and should be authorized by the Court.

V. Authorizing the Banks to Honor and Pay Checks Issued and Electronic Funds Transfers Requested to Pay Employee Obligations is Warranted.

52. The Debtors respectfully request that the Court authorize all Banks to receive, process, honor, and pay any and all checks drawn, or electronic funds transfers requested to pay

Employee Obligations, whether such checks were presented prior to or after the Petition Date, provided that sufficient funds are on deposit in the applicable accounts to cover such payments. The Debtors also seek authority to issue new postpetition checks, or effect new electronic funds transfers, on account of such claims to replace any prepetition checks or electronic funds transfer requests that may be dishonored or rejected as a result of the commencement of these Chapter 11 Cases.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

53. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first 21 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 21 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 their businesses 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

54. 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)

55. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

56. 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 Attorney for the District of Delaware; (viii) the Internal

Revenue Service; (ix) the state attorneys general for states in which the Debtors conduct business; and (x) any party that is entitled to 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

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

[*Remainder of Page Intentionally Left Blank*]

WHEREFORE, the Debtors request entry of the Interim Order and the 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

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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 (A) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO (I) PAY PREPETITION WAGES, COMPENSATION, EMPLOYEE BENEFITS, AND OTHER EMPLOYEE OBLIGATIONS, (II) CONTINUE CERTAIN EMPLOYEE BENEFIT PROGRAMS IN THE ORDINARY COURSE, (B) AUTHORIZING ALL BANKS TO HONOR PREPETITION CHECKS FOR PAYMENT OF PREPETITION EMPLOYEE OBLIGATIONS, AND (C) 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) authorizing, but not directing, the Debtors to (a) pay prepetition wages, compensation, employee benefits and other employee obligations, (b) continue certain employee benefit programs in the ordinary course, (ii) authorizing all banks to honor prepetition checks for payment of prepetition employee obligations, and (iii) granting other related relief, all as 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.

[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.

§ 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. The Debtors are authorized, but not directed, to pay and honor, in their discretion, the prepetition Employee Obligations, in an aggregate amount not to exceed 2,236,000 prior to the entry of the Final Order, as follows:

Employee Obligations	**Interim Amount**
Compensation Obligations	
Wages	**$766,000**
Commissions	**$159,000**

Payroll Processing Fees	**$16,000**
Withholdings	**$370,000**
Independent Contractor and Staffing Agency Obligations	**$362,000**
Paid Time Off	
Paid Vacation and Personal Days	**$100,000**
Other Time Off Policies	**$0**
Reimbursable Expenses	**$210,000**
Concur Administrative Fees	**$7,500**
Health and Welfare Programs	
Health Insurance Benefits	**$131,000**
Benefits Broker Fees	**$6,000**
HSA Contributions	**$0**
Disability, Life and AD&D Benefits	**$10,000**
Employee Assistance Program	**$0**
Voluntary Benefits Remittance Obligations	**$5,000**
Other	
Workers' Compensation Program	**$66,000**
401(k) Plan	**$27,500**
Total:	**$2,236,000**

4. Notwithstanding the foregoing, the Debtors shall not make any payments on account of prepetition Employee Obligations in excess of the limits provided for under sections 507(a)(4) or 507(a)(5) of the Bankruptcy Code, unless applicable state or foreign law requires payments upon termination of an Employee that, in combination with the other payments authorized by this Interim Order, would exceed the limits of sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code.

5. The Debtors are authorized, but not directed, in their discretion, to honor and continue the Employee Programs that were in effect as of the Petition Date; *provided, however*, that such relief shall not constitute or be deemed an assumption or an authorization to assume any of such Employee Programs under section 365(a) of the Bankruptcy Code.

6. Nothing herein shall be deemed to authorize the payment of any amounts which would violate or implicate section 503(c) of the Bankruptcy Code.

7. The Debtors are authorized to "cash out" payments to Employees on account of the Paid Time Off upon termination of such Employee to the extent required by applicable non-bankruptcy law.

8. The Debtors' banks and other financial institutions shall be and hereby are authorized to receive, process, honor and pay all prepetition and postpetition checks and fund transfers on account of the Employee Obligations that had not been honored and paid as of the Petition Date, *provided* that sufficient funds are on deposit in the applicable accounts to cover such payments. The Debtors shall be and hereby are authorized to issue new postpetition checks or effect new postpetition fund transfers on account of the Employee Obligations to replace any prepetition checks or fund transfer requests that may be dishonored or rejected.

9. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum, and Employees are authorized to so proceed. The Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course of business. The modification of the automatic stay set forth in this paragraph pertains solely to claims under the Workers' Compensation Program.

10. The Debtors may pay any and all Withholdings, including social security, FICA, federal, state and foreign income taxes, garnishments, health care payments, retirement fund withholding and other types of withholding, whether these relate to the period prior to Petition Date or subsequent thereto.

11. The Debtors are authorized, but not directed, in their discretion, to pay all processing fees associated with, and all costs incident to, the foregoing, including, but not limited to, the Payroll Processor Fees.

12. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any prepetition claim against the Debtors; (b) a waiver of any party's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to Bankruptcy Code section 365; or (f) a waiver of any party's rights under the Bankruptcy Code or any other applicable law.

13. Notwithstanding the relief granted in this Interim Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the Cash Collateral Motion (the "Cash Collateral Order") including compliance with the Approved Budget (as defined in the Cash Collateral Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Order. To the extent there is any inconsistency between the terms of the Cash Collateral Order and the terms of this Interim Order, or any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order and Approved Budget (as defined in the Cash Collateral Order) shall control.

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

15. The notice requirement of Bankruptcy Rule 6004(a) is waived.

16. This Interim Order shall be immediately effective and enforceable upon its entry. The 14-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.

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

18. This Court retains 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 (A) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO (I) PAY PREPETITION WAGES, COMPENSATION, EMPLOYEE BENEFITS, AND OTHER EMPLOYEE OBLIGATIONS, (II) CONTINUE CERTAIN EMPLOYEE BENEFIT PROGRAMS IN THE ORDINARY COURSE, (B) AUTHORIZING ALL BANKS TO HONOR PREPETITION CHECKS FOR PAYMENT OF PREPETITION EMPLOYEE OBLIGATIONS, AND (C) 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"), (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, compensation, employee benefits and other employee obligations, (b) continue certain employee benefit programs in the ordinary course, (ii) authorizing all banks to honor prepetition checks for payment of prepetition employee obligations, and (iii) granting other related relief, all as 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. §

[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.

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 Debtors are authorized, but not directed, to pay and honor, in their discretion, the prepetition Employee Obligations in the ordinary course of business.

3. Notwithstanding the foregoing, the Debtors shall not make any payments on account of prepetition Employee Obligations in excess of the limits provided for under sections 507(a)(4) or 507(a)(5) of the Bankruptcy Code, unless applicable state or foreign law requires payments upon termination of an Employee that, in combination with the other payments

authorized by this Final Order, would exceed the limits of sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code.

4. The Debtors are authorized, but not directed, in their discretion, to honor and continue the Employee Programs that were in effect as of the Petition Date; *provided*, *however*, that such relief shall not constitute or be deemed an assumption or an authorization to assume any of such Employee Programs under section 365(a) of the Bankruptcy Code.

5. Nothing herein shall be deemed to authorize the payment of any amounts that would violate or implicate section 503(c) of the Bankruptcy Code.

6. The Debtors' bank and other financial institutions shall be and hereby are authorized to receive, process, honor and pay all prepetition and postpetition checks and fund transfers on account of the Employee Obligations that had not been honored and paid as of the Petition Date, up to the amounts authorized to be paid pursuant to this Final Order, provided that sufficient funds are on deposit in the applicable accounts to cover such payments. The Debtors shall be and hereby are authorized to issue new postpetition checks or effect new postpetition fund transfers on account of the Employee Obligations to replace any prepetition checks or fund transfer requests that may be dishonored or rejected.

7. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum, and Employees are authorized to so proceed. The Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course of business. The modification of the automatic stay set forth in this paragraph pertains solely to claims under the Workers' Compensation Program.

8. The Debtors may pay any and all Withholdings, including social security, FICA, federal, state and foreign income taxes, garnishments, health care payments, retirement fund withholding and other types of withholding, whether these relate to the period prior to Petition Date or subsequent thereto.

9. The Debtors are authorized, but not directed, in their discretion, to pay all processing fees associated with, and all costs incident to, the foregoing, including, but not limited to, the Payroll Processor Fees.

10. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any prepetition claim against the Debtors; (b) a waiver of any party's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to Bankruptcy Code section 365; or (f) a waiver of any party's rights under the Bankruptcy Code or any other applicable law.

11. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein, and any relief or authorization granted herein, shall be subject to and in compliance with each interim and final order entered by the Court in respect of the Cash Collateral Motion (the "Cash Collateral Order") including compliance with the Approved Budget (as defined in the Cash Collateral Order) in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the Cash Collateral Order. To the extent there is any inconsistency between the terms of the Cash Collateral Order

and the terms of this Final Order, or any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order and Approved Budget (as defined in the Cash Collateral Order) shall control.

12. All objections to entry of this Final Order, to the extent not withdrawn or settled, are overruled.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

14. This Final Order shall be immediately effective and enforceable upon its entry. The 14-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.

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