Docket #0012 Date Filed: 8/31/2026

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 (I) AUTHORIZING CONTINUED (A) USE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND PAYMENT OF RELATED PREPETITION OBLIGATIONS AND (B) PERFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS, (II) GRANTING A LIMITED WAIVER OF SECTION 345(b) DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) 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), 363, and 503(b) 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 Rules 2002-1, 2015-1, 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 the Interim Order and Final Order (i) authorizing, but not directing, the Debtors to maintain their existing cash management system and bank accounts, (ii) modifying certain operating guidelines relating to bank accounts set forth in the U.S. Department of Justice, Office of the United States Trustee: Operating Guidelines for Chapter 11 Cases (the "U.S. Trustee Guidelines"), (iii) authorizing, but not directing, the payment of related prepetition obligations, (iv) authorizing, but not directing, the Debtors to continue using existing checks, business letterhead, purchase orders, invoices, envelopes, and other business forms and correspondence (collectively, the "Business Forms"), (v) authorizing, but not directing, the continuation of various Intercompany Transactions (defined below) relating to the business relationship between and among the Debtors, and (vi) according administrative expense priority status to all claims arising postpetition in the ordinary course of business as a result of an Intercompany Transaction.

2. The Debtors further request that the Interim Order and Final Order (i) authorize all applicable banks and other financial institutions (collectively, the "Banks"), when requested by the Debtors in their sole discretion, to receive, process, honor, and pay any and all checks, drafts, and other forms of payment, including fund transfers, on account of the Cash Management System (defined below), whether such checks or other requests were submitted before, on, or after the Petition Date (defined below), (ii) authorize the Banks to rely on the representations of the Debtors

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

as to which checks and fund transfers are subject to this Motion, provided that no such Bank shall have any liability to any party for relying on such direction and representations by the Debtors, (iii) provide that the Banks shall, at the direction of the Debtors, receive, process, honor, and pay all prepetition and postpetition checks and fund transfers on account of the Cash Management System 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 and that no such Bank shall have any liability to any party for relying on such direction by the Debtors, and (iv) authorize the Debtors to issue new postpetition checks or effect new postpetition fund transfers to replace any checks, drafts and other forms of payment which may be inadvertently dishonored or rejected.

Jurisdiction and Venue

3. 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.

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

5. The bases for the relief requested herein are sections 105(a), 363, and 503(b) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rules 2002-1, 2015-1, and 9013-1.

Background

6. 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.

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

8. To date, no statutory 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.

THE DEBTORS' BANK ACCOUNTS AND FLOW OF FUNDS

9. The Debtors seek authorization to maintain their existing bank accounts and continue using their existing cash management system (the "Cash Management System"). As of the Petition Date, the Cash Management System consists of a total of thirteen (13) bank accounts (each, a "Bank Account" and, collectively, the "Bank Accounts"), all of which are held by JPMorgan Chase Bank, N.A. ("JPMC"). The Cash Management System is governed by various agreements between the Debtors and JPMC that set forth the terms and conditions pursuant to which the Debtors are allowed to operate, and are required to comply with, the Cash Management System (the "Cash Management Agreements"). Details concerning the Bank Accounts are set forth on **Exhibit C** attached hereto and in the table below. A flowchart depicting the Debtors' Cash Management System is attached hereto as **Exhibit D**.

10. On and after the Petition Date, all payments made from the Bank Accounts shall be subject to the Approved Budget as defined in the *Debtors' Motion for Entry of Interim and Final Orders (i) Authorizing Limited Use of Cash Collateral, (ii) Granting Adequate Protection Liens and Superpriority Administrative Expense Claims to Prepetition Secured Parties, (iii) Modifying the Automatic Stay, (iv) Scheduling a Final Hearing, and (v) Granting Related Relief* (the "Cash Collateral Motion") filed concurrently herewith.

11. The Bank Accounts and the Cash Management System are further described in the following table:

Bank Accounts	Descriptions of Accounts
Cash Collateral Accounts (3770, 0745, 7847, 7854)	The Debtors maintain four (4) active cash collateral accounts (collectively, the "Cash Collateral Accounts") with JPMC for the purpose of collecting revenue from the Debtors' customers, which funds are then swept by the Prepetition ABL Secured Parties to satisfy the Prepetition ABL Obligations on a daily basis pursuant to a cash dominion agreement between the parties. The Cash Collateral Accounts are held at Noble Supply & Logistics, LLC ("Noble"), (ii) Tactical & Survival Specialties, LLC ("TSSi"),[3] (iii) Federal Resources Supply Company, LLC, and (iv) K.D. Analytical Consulting, LLC ("K.D. Analytical"). Following the paydown of the Prepetition ABL Obligations, the Debtors shall make periodic payments from the Cash Collateral Accounts to satisfy the Prepetition Term Loan Obligations in accordance with the interim and final orders approving the Cash Collateral Motion (together, the "Cash Collateral Order") and the Approved Budget (as defined in the Cash Collateral Order).
Main Operating Account (3671)	The Debtors maintain a main operating account (the "Main Operating Account") at Noble with JPMC. After approval of a funding request, the Prepetition ABL Secured Parties fund the Main Operating Account. The Main Operating Account is used to pay substantially all of the Debtors' operating expenses, including, but not limited to: (i) domestic payroll, (ii) taxes, (iii) insurance, (iv) shipping and freight, and (iv) claims of the Debtors' vendors. Noble also transfers funds from the Main Operating Account to K.D. Analytical, which is the only other Debtor that directly pays certain of its own operating expenses.

[3] Tactical & Survival Specialties, LLC is formerly known as Tactical & Survival Specialties, Inc.

Bank Accounts	Descriptions of Accounts
Ancillary Operating Accounts (3977, 7189, and 7379)	The Debtors maintain three (3) other active operating accounts (collectively, the "Ancillary Operating Accounts") with JPMC. The Ancillary Operating Accounts are maintained at (i) TSSi, (ii) K.D. Analytical, and (iii) Federal Resources Supply Company, LLC.
Controlled Disbursement Account (6129)	The Debtors also maintain a controlled disbursement account (the "CDA") at Noble. This is a zero-balance account that is funded by the Prepetition ABL Secured Parties. Noble issues checks from the CDA to pay certain expenses (primarily vendors that do not accept ACH), and each check is automatically funded from the Prepetition ABL Facility when presented.
Zero Balance Accounts (7056 and 7839)	The Debtors maintain two zero-balance accounts that will not be used during the Chapter 11 Cases. The operating account ending 7056 maintained at KDA Acquisition, LLC is open but has never been used, and the cash collateral account ending 7839 maintained at COTS Solutions, LLC was never opened and has never been used.
Savings Account (6203)	The Debtors also maintain a savings account at Noble with JPMC that holds *de minimis* cash.
German Bank Account (9876)	The Debtors also maintain an account at Noble for the purpose of administering their German operations (the "German Account"). The German Account functions as both a depository and disbursement account. Through this account, the Debtors fund payroll for German employees and certain other expenses related to the Debtors' German operations. This account also receives VAT refunds on a monthly basis, receipts from certain foreign customers, and certain miscellaneous refunds. Funds in the German Account are swept to the Main Operating Account (3671) typically once a month.

12. The Cash Management System is designed to effectuate the collection of revenue from customers, pay operating expenses, and meet payroll obligations. Given the critical functions that the Bank Accounts serve with respect to multiple aspects of the Debtors' business, it would be difficult, time consuming, and potentially disruptive for the Debtors to have to open new accounts and establish a new cash management system. The Debtors submit that permitting them to maintain their current Cash Management System is in the best interest of the estates because it would preserve the Debtors' ability to satisfy postpetition obligations, maintain their relationships with customers, and preserve the value afforded to debtors.

A. Intercompany Transactions

13. Historically, the Debtors engaged in intercompany transactions by and among each other (the "Intercompany Transactions"), resulting in intercompany receivables and payables (the "Intercompany Claims") that were recorded and reconciled. During these cases, the Debtors may continue the Intercompany Transactions in the ordinary course under section 363(c)(1) of the Bankruptcy Code. Out of an abundance of caution, the Debtors seek express authority, but not direction, to engage in the Intercompany Transactions postpetition. Consistent with their prepetition practice, the Debtors will maintain records of all transfers and account for all of the Intercompany Transactions.

14. In addition, the Debtors request that the postpetition Intercompany Claims be granted administrative expense priority status, subject and junior to any claims, including adequate protection, cash collateral, or DIP claims, if applicable, granted in connection with the use of cash collateral or the approval of postpetition financing in accordance with any interim and final orders, as applicable, approving the use of cash collateral or postpetition debtor-in-possession financing.

B. Business Forms

15. The Debtors use various Business Forms, such as checks, invoices, and letterhead, in the ordinary course of business. Because the Business Forms were used prepetition, they do not reference the Debtors' current status as debtors in possession. Nonetheless, most parties doing business with the Debtors will be aware of the Debtors' status as debtors in possession as a result of the publicity surrounding the Chapter 11 Cases and the notice of commencement served on parties-in-interest. For this reason, the Debtors request that they be authorized to use existing

checks, deposit slips, and related forms without placing the label "debtor-in-possession" on each such form until such a time as their existing stocks are depleted.

C. Bank Fees

16. The Debtors incur periodic service charges and other fees related to the Cash Management System (collectively, the "Bank Fees"). As of the Petition Date, the Debtors estimate that they owe approximately $14,000.00 in prepetition Bank Fees. The Debtors request authority, but not direction, to pay any prepetition Bank Fees for prepetition transactions that are charged postpetition and to continue to pay the Bank Fees in the ordinary course on a postpetition basis.

D. Company Credit Cards

17. As part of the Cash Management System, the Debtors provide certain employees with access to approximately two (2) corporate credit cards issued by JPMC (the "Corporate Credit Cards"), as governed by the terms of those certain credit card agreements entered into between JPMC and the Debtors (the "Corporate Credit Card Agreements"), to cover certain payments for business travel and entertainment expenses, such as hotel stays and meals, and other approved company expenditures (collectively, the "Credit Card Program").[4] The Debtors pay the balances accrued on the Corporate Credit Cards directly for approved charges made by their employees. The Corporate Credit Cards are reimbursed from the Main Operating Account.

18. The Debtors pay off outstanding Corporate Credit Card balances monthly, and the Debtors estimate that approximately $210,000.00 is outstanding on account of the Credit Card Program as of the Petition Date.

[4] Prior to the Petition Date, the Debtors also maintained a third corporate credit card at JPMC that was fully paid off and closed shortly prior to the bankruptcy filing.

19. Obligations arising under the Credit Card Program and any and all other Banking Services (as defined in the Prepetition ABL Credit Agreement (as defined in the Cash Collateral Order)) provided by JPMC for, among other things, the Credit Card Program, are secured under the Prepetition ABL Facility (as defined in the Cash Collateral Order) as Banking Services Obligations (as defined in the Prepetition ABL Credit Agreement).

20. The Credit Card Program is an integral part of the Debtors' Cash Management System. Employees' continued use of the Corporate Credit Cards for operational and work-related purposes, and the Debtors' ability to pay the balances accrued on the Corporate Credit Cards through the Credit Card Program, is essential to the continued operation of the Debtors' business. To the extent not otherwise authorized under any order of this Court granting the relief requested in the Wages Motion,[5] the Debtors seek authority, but not direction, to pay any amount due and owing thereunder in the ordinary course of business on a postpetition basis, including, without limitation, making payments on account of charges that were made under the Credit Card Program both prior to and after the Petition Date.

BASIS FOR RELIEF REQUESTED AND APPLICABLE AUTHORITY

I. The Court Should Authorize the Debtors to Maintain Their Existing Bank Accounts and Use Their Existing Cash Management System and Modify Any Requirement to Close Existing Accounts

21. Although the Debtors maintain the Bank Accounts as part of an established Cash Management System, the U.S. Trustee Guidelines require that the Debtors, as debtors-in-possession, take certain actions with respect to their prepetition Bank Accounts in order for the

[5] Contemporaneously herewith, the Debtors filed the *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 "Wages Motion"), which seeks authority to remit payment for any Reimbursable Expenses (as defined therein) charged by employees to the Corporate Credit Cards.

U.S. Trustee to supervise the administration of the Chapter 11 Cases. These requirements are designed to draw a clear line of demarcation between prepetition and postpetition transactions and operations and prevent the inadvertent postpetition payment of prepetition claims. The Debtors submit that (a) they are able to work with the Banks to ensure that this goal of separation between the prepetition and postpetition periods is observed and (b) enforcement of certain of the U.S. Trustee Guidelines would disrupt the Debtors' operations and impose a financial burden on the Debtors' estates.

22. Specifically, the Bank Accounts are all held JPMC, which is a well-capitalized and sophisticated financial institution insured by the FDIC up to $250,000. Moreover, JPMC is as an authorized depository by the U.S. Trustee, pursuant to the U.S. Trustee Guidelines. To protect against the unauthorized payment of prepetition obligations, the Debtors represent that, if they are authorized to use the Bank Accounts, they will not pay, and the Banks will be directed not to pay, any debts incurred before the Petition Date, other than as authorized by the Court.

23. Moreover, any new account that the Debtors may open postpetition will (a) be with a bank that (i) is organized under the laws of the United States or any state therein, (ii) is insured by the FDIC, and (iii) has executed, or is willing to immediately execute, a Uniform Depository Agreement with the U.S. Trustee; and (b) be designated a "Debtor-In-Possession" account by the relevant Bank. Additionally, the Debtors will provide the Prepetition ABL Agent, the Prepetition Term Loan Agent, the U.S. Trustee, and any official committee appointed in the Chapter 11 Cases with notice prior to the opening of any new bank accounts.

24. Enforcement of the U.S. Trustee's requirements without modification would significantly disrupt the Debtors' business. Indeed, the Bank Accounts are an integral part of an established cash management system that the Debtors must maintain to ensure collections and

disbursements occur. While the Chapter 11 Cases are pending, the Debtors will continue to maintain detailed records reflecting all transfers of funds.

25. Accordingly, to ensure a smooth transition into chapter 11 and maximize the value of their estates, the Debtors submit that (a) they should be permitted to continue to maintain their existing Bank Accounts and open new and close existing accounts as needed and (b) the requested relief should extend to any new accounts by providing that the new accounts are deemed to be Bank Accounts and are similarly subject to the rights, obligations, and relief granted by this Court.

26. Both as part of this Motion and in other motions being filed concurrently, the Debtors are requesting authority to pay, in their sole discretion, certain prepetition obligations subject to the Approved Budget (as defined in the Cash Collateral Order). With respect to certain of these obligations, the Debtors may have issued checks prior to the Petition Date that have yet to clear the banking system. In other instances, the Debtors will create the relevant check once this Court enters an order permitting the Debtors to do so. The Debtors intend to inform the Banks which checks should be honored consistent with any payments permitted under certain orders of this Court.

27. Therefore, the Debtors request that the Banks be authorized and directed to rely on the representations of the Debtors with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored. The Debtors further request that the Interim Order and Final Order specify that the Banks shall not have any liability to any party for relying on such representations. This relief is reasonable and appropriate because the Banks are not in a position to independently verify or audit whether a particular prepetition check may be honored in accordance with an order by the Court or otherwise.

28. Allowing the Debtors to use their prepetition Cash Management System and engage in related "routine transactions" comports with applicable provisions of the Bankruptcy Code. In particular, section 363(c)(1) of the Bankruptcy Code authorizes a debtor-in-possession to "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). The authority granted by section 363(c)(1) extends to a debtor-in-possession's continued use of its customary cash management system and thus supports the relief requested. *See, e.g., Charter Co. v. Prudential Ins. Co. Am. (In re Charter Co.)*, 778 F.2d 617, 621 (11th Cir. 1985) (indicating that an order authorizing the debtor to employ a cash management system that was "usual and customary in the past" was "entirely consistent" with section 363(c)(1) (internal quotation omitted)); *In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 796 (Bankr. D. Del. 2007) (noting that courts have shown a reluctance to interfere in a debtor's making of routine, day-to-day business decisions).

29. To the extent that use of the existing Cash Management System falls outside the ordinary course of business, such use is permitted by sections 363(b)(1) and 105(a) of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Section 105(a) of the Bankruptcy Code further provides that this Court may "issue any order . . . that is necessary or appropriate to carry out the provisions of" the Bankruptcy Code. *Id*. § 105(a).

30. Bankruptcy courts routinely permit chapter 11 debtors to continue using their existing cash management systems. *See, e.g., In re Vyaire Med. Inc.*, Case No. 24-11217 (BLS) (Bankr. D. Del. July 9, 2024) [Docket No. 229]; *In re AppGate, Inc.*, Case No. 24-10956 (CTG) (Bankr. D. Del. June 12, 2024) [Docket No. 125]; *In re View*, Case No. 24-10692 (CTG) (Bankr.

D. Del. April 23, 2024) [Docket No. 116]; *In re Sio2 Med. Prods., Inc.*, Case No. 23-10366 (JTD) (Bankr. D. Del. May 18, 2023) [Docket No. 303]; *In re Am. Virtual Cloud Techs., Inc.*, Case No. 23-10020 (MFW) (Bankr. D. Del. Feb. 6, 2023) [Docket No. 82].

II. The Court Should Authorize the Debtors to Honor Certain Prepetition Obligations Related to the Cash Management System

31. In the ordinary course of the operation and maintenance of the Cash Management System, the Debtors incur (a) routine bank charges and fees relating to the administration of the Cash Management System and (b) reimbursement or other payment obligations, such as overdrafts, arising under any agreements governing the Bank Accounts, including, without limitation, any prepetition cash management agreements or treasury services agreements (collectively, all such fees and charges, the "Bank Account Claims").

32. On average, the Debtors pay approximately $14,000.00 per month in Bank Fees with respect to the Bank Accounts. These amounts are auto-debited from the Debtors' Bank Accounts in the ordinary course of business. The Debtors believe that they owe approximately $14,000.00 in prepetition Bank Fees. Thus, the Debtors seek authority to permit the Banks to auto-debit amounts for outstanding prepetition Bank Fees and continue to pay such fees postpetition in the ordinary course of business in the Debtors' discretion.

III. Compliance with Section 345 of the Bankruptcy Code

33. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits or investments that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) of the Bankruptcy Code requires the estate to obtain, from

the entity with which the money is deposited or invested, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, or "the deposit of securities of the kind specified in section 9303 of title 31," unless the Court "for cause" orders otherwise. *Id.* § 345(b). Additionally, the U.S. Trustee Guidelines generally require chapter 11 debtors to, among other things, deposit all estate funds into an account with an authorized depository that agrees to comply with certain requirements set by the U.S. Trustee.

34. The Debtors' Bank Accounts comply with the requirements of section 345(b) of the Bankruptcy Code. As noted above, the Debtors' Bank Accounts are all maintained at JPMC, which is a well-capitalized and sophisticated financial institution insured by the FDIC up to $250,000. Moreover, JPMC is as an authorized depository by the U.S. Trustee, pursuant to the U.S. Trustee Guidelines.

35. However, out of an abundance of caution, to the extent the Court determines that the Cash Management System does not comply with the U.S. Trustee Guidelines and section 345 of the Bankruptcy Code, the Debtors seek a thirty day waiver of the requirements set forth therein and in the U.S. Trustee Guidelines to avoid any interruptions in the day-to-day operations. The Cash Management System is complex and critical to the ongoing stability of the Debtors' businesses and smooth transition into chapter 11. Requiring the Debtors to modify their Cash Management System to strictly adhere to the restrictions established by section 345(b) of the Bankruptcy Code will only distract the Company's management, slow the Debtors' momentum, and cause the estates to unnecessarily incur potentially substantial costs to the detriment of creditors.

IV. The Court Should Authorize the Debtors to Continue Intercompany Transactions, Grant Administrative Expense Priority Status to the Intercompany Claims, and Preserve Setoff Rights

36. The Bankruptcy Code affords debtors-in-possession the freedom to obtain unsecured credit and incur unsecured debt in the ordinary course of business without notice and a hearing. *See* 11 U.S.C. § 364(a). The Debtors therefore seek authority, to the extent necessary, to obtain unsecured credit and incur unsecured debt in the ordinary operation of their Cash Management System, including in connection with the Intercompany Transactions.

37. The Intercompany Transactions allow the Debtors to, among other things, meet the needs of their customers efficiently and in a cost-effective manner. If the Debtors cannot continue the Intercompany Transactions, their ordinary course operations may be unnecessarily hindered. The cessation of the Intercompany Transactions would require an increase in management expenses and overhead because the Debtors would not be able to consolidate their management and administration. Avoiding such hindrances by continuing the Intercompany Transactions therefore is in the best interests of the estates.

38. Accordingly, the Debtors request that the Court authorize the Debtors to continue engaging in Intercompany Transactions in the ordinary course of business and in connection with their continued use of the Cash Management System. Authorizing the Debtors to continue the Intercompany Transactions is appropriate under section 363(b) or (c) of the Bankruptcy Code and an appropriate exercise of the Court's equitable powers under section 105(a) of the Bankruptcy Code. *See, e.g.*, *In re Gen. Growth Props., Inc.*, 412 B.R. 609, 610-11 (Bankr. S.D.N.Y. 2009) (authorizing debtors to continue prepetition cash management practices, including intercompany transactions, pursuant to sections 105(a) and 363(c) of the Bankruptcy Code).

39. Additionally, pursuant to sections 105(a) and 503(b) of the Bankruptcy Code, the Debtors request that Intercompany Claims incurred in the ordinary course of business be granted administrative expense priority status, subject and junior to any claims, including adequate protection, cash collateral, or DIP claims, if applicable, granted in connection with the use of cash collateral or any approval of a DIP financing order. If the Intercompany Claims are accorded administrative expense priority status, each entity using funds that flow through the Cash Management System will continue to bear ultimate repayment responsibility for such ordinary course transactions, thereby protecting the interests of the Debtors' creditors.

40. The Debtors also seek authorization to preserve and exercise intercompany setoff rights. Section 553(a) of the Bankruptcy Code provides, subject to certain exceptions outlined therein, that:

> Except as otherwise provided in this section and in sections 362 and 363 of this title, this title does not affect any right of a creditor to offset a mutual debt owing by such creditor to the debtor that arose before the commencement of the case under this title against a claim of such creditor against the debtor that arose before the commencement of the case . . . .

11 U.S.C. § 553(a). A creditor need only establish two elements before a setoff may be asserted: mutuality and timing. *Official Comm. of Unsecured Creditors v. Mfrs. & Traders Trust Co. (In re The Bennett Funding Grp., Inc.)*, 212 B.R. 206, 212 (2d Cir. B.A.P. 1997). Although courts have not uniformly defined the elements of mutuality, most courts require that the debts be (i) owed between the same parties and (ii) in the same right or capacity. *See* 5 COLLIER ON BANKRUPTCY ¶ 553.03[3][a] at 553-28-29 (16th rev. ed. 2020); *see also Cohen v. Says. Bldg. & Loan Co. (In re Bevill, Bresler & Schulman Asset Mgmt. Corp.)*, 896 F.2d 54, 57 (3d Cir. 1990) (explaining that the right of setoff depends on the existence of mutual debts and claims between the creditor and debtor). Timing requires that both claims arose prepetition. *See Cooper-Jarrett, Inc. v. Cent.*

Transp., Inc., 726 F.2d 93, 96 (3d Cir. 1984) (noting that a creditor may not [setoff] its prepetition claims against a debt owed to debtors which came into existence after filing the bankruptcy petition). As a result, "a creditor may not set off a pre-petition claim against a post-petition debt it owes the debtor, and [likewise] a creditor may not set off a post-petition claim that it has against a pre-petition debt it owes to a debtor." *In re Metco Mining and Minerals, Inc.*, 171 B.R. 210 (Bankr. W.D. Pa. 1994).

41. The Cash Management System and other processes allow the Debtors to track all obligations owing between related entities and thereby ensure that all setoffs of Intercompany Transactions will meet both the mutuality and timing requirements of section 553 of the Bankruptcy Code. The Debtors also respectfully request that they be authorized to set off obligations arising on account of Intercompany Transactions between and among the Debtors.

V. The Court Should Authorize the Debtors to Continue to Use Existing Business Forms

42. Local Rule 2015-1(a) provides:

> Upon the debtor's motion, the Court may, without notice and hearing, permit the debtor to use its existing bank accounts and use its existing pre-printed checks without including its bankruptcy case number or a "Debtor-in-Possession" designation, but once the debtor's existing checks have been used, the debtor must include its bankruptcy case number and a "Debtor-in-Possession" designation on its checks.

DEL. BANKR. L.R. 2015-1(a).

43. To minimize expenses to their estates, the Debtors also seek authorization to continue using the Business Forms existing immediately prior to the Petition Date without reference to the Debtors' status as debtors-in-possession except as otherwise provided in the proposed orders. Modifying existing Business Forms would be burdensome and expensive and would confer no corresponding benefit upon those dealing with the Debtors, most of whom will

be aware of the commencement of the Chapter 11 Cases. The Debtors therefore request authorization to use their existing Business Forms without adding "Debtor-in-Possession" or a similar legend. The Debtors will obtain new check stock bearing the designation "Debtor-in-Possession" after depleting their current check stock.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

44. 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 their business in the ordinary course 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

45. 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)

46. 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

47. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the Prepetition ABL Agent; (c) counsel to the Prepetition Term Loan Agent; (d) counsel to the Prepetition Subordinated Note Agent; (e) counsel to the Prepetition Subordinated Note Holders; (f) the parties listed on the Debtors' consolidated list of their 30 largest unsecured creditors; (g) the United States Securities and Exchange Commission; (h) the Internal Revenue Service; (i) the Office of the United States Attorney for the District of Delaware; (j) Delaware State Treasury; (k) Delaware Secretary of State; and (l) 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.

[*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 31, 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 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

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)

INTERIM ORDER (I) AUTHORIZING CONTINUED (A) USE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND PAYMENT OF RELATED PREPETITION OBLIGATIONS AND (B) PERFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS, (II) GRANTING A LIMITED WAIVER OF SECTION 345(b) DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) 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") (a) authorizing continued (i) use of the Debtors' existing Cash Management System, Bank Accounts, and Business Forms and payment of related prepetition obligations, (ii) performance of Intercompany Transactions and honoring certain related prepetition obligations, and (b) granting a waiver of thirty (30) days from the date of this Interim Order to come into compliance with section 345(b) of the Bankruptcy Code, 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. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United

[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.

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, 601 Lexington Avenue, New York, New York 10022, Attn.: 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, Seth Van Aalten (svanaalten@coleschotz.com), Sarah A. Carnes

(scarnes@coleschotz.com) and Anthony De Leo (adeleo@coleschotz.com); (b) counsel to JP Morgan Chase Bank, N.A., as Prepetition ABL Agent, (i) 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. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors, in their discretion, subject to the terms and conditions of this Interim Order and the Cash Management Agreements, are authorized, but not directed, to (a) designate, maintain, and continue to use any in the ordinary course of business and all of their Bank Accounts in existence as of the Petition Date, with the same account numbers, including the accounts identified on Exhibit C to the Motion; (b) close existing accounts; and (c) treat the Bank Accounts for all purposes as accounts of the Debtors in their capacity as debtors-in-possession; *provided*, however, that the Debtors are only authorized to open new bank accounts (i) after providing five (5) days advance notice to counsel for the Prepetition ABL Agent, counsel for the Prepetition Term Loan Agent, the U.S. Trustee,

and any official committee appointed in the Chapter 11 Cases; (ii) with a bank that (a) is organized under the laws of the United States of America or any state thereof, (b) is insured by the FDIC, and (c) has executed, or is willing to immediately execute, a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware; and (iii) that are designated "Debtor-in-Possession" accounts by the relevant bank.

4. In each instance in which the Debtors hold an account at a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after entry of this Interim Order, the Debtors shall: (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) identify each of their accounts held at the Bank as being held by a debtor-in-possession. For Banks at which the Debtors hold accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, the Debtors shall use their good-faith efforts to cause the Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty (30) days of entry of this Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

5. Notwithstanding the requirements of the U.S. Trustee Guidelines, the Debtors are not required to (a) close any or all existing bank accounts and open new debtor-in-possession accounts or (b) establish specific bank accounts for tax payments.

6. Subject to the requirements for opening new accounts in paragraph 3 hereof, the relief granted in this Interim Order is extended to any new bank account opened by the Debtors after the date hereof and to the bank at which such account is opened.

7. The Debtors are authorized, but not directed, to maintain and use the Bank Accounts in the same manner and with the same account numbers, styles, and document forms as

those employed prior to the Petition Date, including without limitation (a) to deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, automated clearinghouse ("ACH") transfers, drafts, electronic fund transfers, and other debits or items presented, issued, or drawn on the Bank Accounts, (b) to pay ordinary course bank fees, service fees, and charges, whether incurred prepetition or postpetition, in connection with the Bank Accounts, (c) to perform their obligations under the Cash Management Agreements, and (d) to treat the Bank Accounts for all purposes as accounts of the Debtors in their capacities as debtors-in possession.

8. The Cash Management Agreements shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and all provisions of the Cash Management Agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

9. The Banks are authorized without the need for further order of this Court to, in the ordinary course of business (a) continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date without interruption and in the ordinary course; (b) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, payment orders, or other items presented, issued, or drawn on the Bank Accounts; and (c) debit the Bank Accounts for (i) all prepetition bank and service fees outstanding as of the date hereof, if any, owed to the Banks for the maintenance of the Cash Management System; (ii) all checks drawn on the Debtors' Bank Accounts which were cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; and (iii) all checks or other items deposited in one of the Debtors' Bank Accounts with such Bank prior to the Petition Date, which have not been dishonored or returned unpaid for any reason, together with any fees and costs in connection

therewith, to the same extent the applicable Debtor was responsible for such items prior to the Petition Date; provided, however, that checks, drafts, wires, electronic fund transfers (excluding any electronic fund transfers that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts prior to the Petition Date shall not be honored if (a) prohibited by a "stop payment" request received by the Banks from the Debtors or (b) not supported by sufficient funds in the Bank Account in question.

10. Subject to the terms of this Interim Order and the Cash Management Agreements, the Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' Bank Accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable Bank Accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Interim Order, and Banks shall not be liable to any party on account of (a) following the Debtors' instructions or representations as to any order of this Court; (b) honoring any prepetition check or other item drawn on any account that is the subject of this Interim Order in a good faith belief that the Court has authorized such prepetition check or item to be honored; and (c) an innocent mistake made despite implementation of reasonable item handling procedures.

11. The Banks are further authorized to (a) honor the Debtors' directions with respect to the opening or closing of any Bank Account and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Banks shall have no liability to any party for relying on such representations or instructions.

12. If any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have thirty (30) days from the date of this Interim Order to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines, without prejudice to the Debtors' ability to seek an additional extension or final waiver of such requirements; *provided* that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

13. The Debtors are authorized, but not directed, in accordance with the Corporate Credit Card Agreements, to continue using the Corporate Credit Cards, in the ordinary course of business and consistent with prepetition practices, including by paying to JPMC any and all prepetition and postpetition Banking Services Obligations outstanding with respect thereto, subject to the limitations of this Interim Order and any other applicable interim and/or final orders of this Court. For the avoidance of doubt, the Debtors are further authorized to pay or reimburse JPMC for any fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to JPMC, whether such obligations are incurred prepetition or postpetition, and JPMC is authorized to receive or obtain payment for such obligations, as provided under, and in the manner set forth in, the Corporate Credit Card Agreements.

14. The Banking Services provided by JPMC are secured under the Prepetition ABL Facility as Banking Services Obligations. JPMC is authorized to (a) continue holding and/or require incremental or additional cash collateral to hold in its possession to secure its exposure under the Banking Services, including without limitation, the Banking Services Obligations, and (b) without further authorization or order from the Court, apply any cash collateral it is holding to any outstanding Banking Services Obligations in the ordinary course of business.

15. The indebtedness owed by the Debtors to JPMC in respect of the Corporate Credit Card Agreements was secured by Cash held by JPMC to secure the credit card obligations, pursuant to the terms of the Corporate Credit Card Agreements (the "Credit Card Cash Collateral Account"). JPMC has, and shall continue to have, a valid and perfected, non-avoidable first-priority lien in the Credit Card Cash Collateral Account and any proceeds thereof. Such lien shall not be primed by any lien granted to any postpetition lender or other person absent further order of this Court.

16. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified, without application to or further order of this Court, to permit: (a) the on-going administration of the Credit Card Program under the Corporate Credit Card Agreements (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto); and (b) JPMC to implement and exercise all rights and remedies provided for in the Corporate Credit Card Agreements including, but not limited to, the right to execute upon or enforce its lien on cash collateral securing any obligations arising under the Corporate Credit Card Agreements and related documents.

17. JPMC may rely on the Debtors' representations with respect to the Corporate Credit Card Program, and JPMC shall not have any liability to any party for relying on such representations as provided for herein.

18. The Debtors shall serve a copy of this Interim Order on the Banks within 48 hours of the entry of this Interim Order and upon any bank at which the Debtors open a new bank account immediately upon the opening of such new account.

19. Subject to the Cash Collateral Order and the Cash Management Agreements, the Debtors are authorized to continue engaging in Intercompany Transactions by and among the Debtors in the ordinary course of business and on the terms materially consistent with historical

practices; *provided* that the Debtors shall not be authorized by this Interim Order to undertake any Intercompany Transactions that are not on terms materially consistent with the Debtors' operation of their business in the ordinary course during the prepetition period. For the avoidance of doubt, and notwithstanding anything herein to the contrary, the Debtors may not materially amend, modify, change, or terminate their existing ordinary course practices with respect to Intercompany Transactions. In connection with the Intercompany Transactions, the Debtors shall continue to maintain accurate and current records with respect to all transfers of cash and non-cash setoffs so that all prepetition and postpetition transactions, including the Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts and shall make such records promptly available to the Prepetition ABL Agent, the Prepetition Term Loan Agent, the U.S. Trustee, and any statutory committee appointed in these cases upon request; *provided* that the Debtors shall not be authorized by this Interim Order to make cash payments on account of any prepetition Intercompany Claims. For the avoidance of doubt, this Interim Order does not authorize the set off of any postpetition obligations against any prepetition obligations.

20. The Intercompany Claims arising postpetition relating to the Intercompany Transactions shall have administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code; provided that any such administrative expense status claim shall be junior to the carve-out and approved superpriority administrative expense claims provided for under the Cash Collateral Order.

21. Subject to the terms of this Interim Order, the Debtors are authorized to continue to use their existing Cash Management System as depicted on Exhibit D to the Motion in accordance with, and subject to, the terms and conditions of the Cash Management Agreements. The Debtors may transfer funds into, out of, and through the Cash Management System using ordinary transfer methods in accordance with the Debtors' prepetition practice, subject to the terms of this Interim

Order. In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain accurate and detailed records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly and the Debtors may distinguish between prepetition and postpetition transactions. Subject to complying with the terms of this Interim Order, the Debtors, in consultation with the Prepetition ABL Agent and Prepetition Term Loan Agent, and the Banks may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business that they deem appropriate.

22. The Debtors are authorized, but not directed, to pay and/or reimburse their Banks for any Bank Account Claims arising prior to or after the Petition Date up to $25,000.00.

23. The Debtors shall not make any intercompany loans to non-debtor entities absent further Court order.

24. The Debtors are authorized, but not directed, to continue to use their existing Business Forms (including checks) without alteration or change and without the designation "Debtor-in-Possession" imprinted upon them; provided that once the Debtors have exhausted their existing stock of business forms, the Debtors shall ensure that any new business forms are clearly labeled "Debtor in Possession"; provided further that with respect to any business forms that exist or are generated electronically, to the extent reasonably practicable, the Debtors shall ensure that such electronic business forms are clearly labeled "Debtor-in-Possession" within ten (10) days after the date of this Interim Order.

25. The Debtors shall give notice within 10 days of closing any bank accounts to the U.S. Trustee and any official committee appointed in the Chapter 11 Cases.

26. Nothing in the Motion or this Interim Order shall be construed to: (i) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the

Petition Date or (ii) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

27. Except as specifically set forth in this Interim Order, nothing in the Motion or this Interim Order, 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 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.

28. 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.

29. 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.

30. The requirements of Bankruptcy Rule 6004(a) with respect to notice of the Motion have been satisfied.

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

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

33. 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

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)

FINAL ORDER (I) AUTHORIZING CONTINUED (A) USE OF EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, AND BUSINESS FORMS AND PAYMENT OF RELATED PREPETITION OBLIGATIONS AND (B) PERFORMANCE OF INTERCOMPANY TRANSACTIONS IN THE ORDINARY COURSE OF BUSINESS, (II) GRANTING A LIMITED WAIVER OF SECTION 345(b) DEPOSIT AND INVESTMENT REQUIREMENTS, AND (III) 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") (a) authorizing continued (i) use of the Debtors' existing Cash Management System, Bank Accounts, and Business Forms and payment of related prepetition obligations, (ii) performance of Intercompany Transactions and honoring certain related prepetition obligations, and (b) granting a waiver of thirty (30) days from the date of this Final Order to come into compliance with section 345(b), 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. § 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

[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.

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. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors, in their discretion, subject to the terms and conditions of this Final Order and the Cash Management Agreements, are authorized, but not directed, to (a) designate, maintain, and continue to use any and all of their Bank Accounts in existence as of the Petition Date, with the same account numbers, including the accounts identified in Exhibit C to the Motion; (b) close existing accounts; and (c) treat the Bank Accounts for all purposes as accounts of the Debtors in their capacity as debtors-in-possession; provided, however, that the Debtors are only authorized to open new bank accounts (i) after providing five (5) days advance notice to counsel for the Prepetition ABL Agent, the U.S. Trustee, and any statutory committee appointed in the Chapter 11 Cases; (ii) with a bank that (a)

is organized under the laws of the United States of America or any state thereof, (b) is insured by the FDIC, and (c) has executed, or is willing to immediately execute, a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware; and (iii) that are designated "Debtor-in-Possession" accounts by the relevant bank.

3. In each instance in which the Debtors hold an account at a Bank that is a party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after the date of entry of this Final Order, the Debtors shall (a) contact the Bank; (b) provide the Bank with each of the Debtors' employer identification numbers; and (c) identify each of their accounts held at the Bank as being held by a debtor-in-possession.

4. Notwithstanding the requirements of the U.S. Trustee Guidelines, except as expressly provided by separate order of the Court, the Debtors are not required to (a) close any or all existing bank accounts and open new debtor-in-possession accounts or (b) establish specific bank accounts for tax payments or cash collateral.

5. Subject to the requirements for opening new accounts in paragraph 2 hereof, the relief granted in this Final Order is extended to any new bank account opened by the Debtors after the date hereof and to the bank at which such account is opened.

6. The Bank Accounts are deemed debtor-in-possession accounts. The Debtors are authorized, but not directed, to maintain and use the Bank Accounts in the same manner and with the same account numbers, styles, and document forms as those employed prior to the Petition Date, including, without limitation (a) to deposit funds in, and withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, automated clearinghouse ("ACH") transfers, drafts, electronic fund transfers, and other debits or items presented, issued, or drawn on the Bank Accounts; (b) to pay ordinary course bank fees, service fees, and charges, whether

incurred prepetition or postpetition, in connection with the Bank Accounts; (c) to perform their obligations under the documents and agreements governing the Bank Accounts, including without limitation, any prepetition cash management agreements or treasury services agreements; and (d) to treat the Bank Accounts for all purposes as accounts of the Debtors in their capacities as debtors-in-possession.

7. The Cash Management Agreements existing between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

8. The Banks are authorized without the need for further order of this Court to in the ordinary course of business (a) continue to administer, service, and maintain the Bank Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date without interruption and in the ordinary course; (b) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, payment orders, or other items presented, issued, or drawn on the Bank Accounts; and (c) debit the Bank Accounts for (i) all prepetition bank and service fees outstanding as of the date hereof, if any, owed to the Banks for the maintenance of the Cash Management System; (ii) all checks drawn on the Debtors' Bank Accounts which were cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; and (iii) all checks or other items deposited in one of the Debtors' Bank Accounts with such Bank prior to the Petition Date, which have not been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the applicable Debtor was responsible for such items prior to the Petition Date; provided, however, that checks, drafts, wires, electronic fund transfers (excluding

any electronic fund transfers that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts prior to the Petition Date shall not be honored if (a) prohibited by a "stop payment" request received by the Banks from the Debtors or (b) not supported by sufficient funds in the Bank Account in question.

9. Subject to the terms of this Final Order and the Cash Management Agreements, the Banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' Bank Accounts to pay prepetition obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date, provided that sufficient funds are available in the applicable Bank Accounts to make such payments. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and Banks shall not be liable to any party on account of (a) following the Debtors' instructions or representations as to any order of this Court; (b) honoring any prepetition check or other item drawn on any account that is the subject of this Final Order in a good faith belief that the Court has authorized such prepetition check or item to be honored; and (c) an innocent mistake made despite implementation of reasonable item handling procedures.

10. The Banks are further authorized to (a) honor the Debtors' directions with respect to the opening or closing of any Bank Account and (b) accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; *provided* that the Banks shall have no liability to any party for relying on such representations or instructions.

11. If any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines,

the Debtors shall have thirty (30) days from the date of this Final Order to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines, without prejudice to the Debtors' ability to seek an additional extension or final waiver of such requirements; provided that nothing herein shall prevent the Debtors or the U.S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

12. The Debtors are authorized, but not directed, in accordance with the Corporate Credit Card Agreements, to continue using the Corporate Credit Cards, in the ordinary course of business and consistent with prepetition practices, including by paying to JPMC any and all prepetition and postpetition Banking Services Obligations outstanding with respect thereto, subject to the limitations of this Final Order and any other applicable interim and/or final orders of this Court. For the avoidance of doubt, the Debtors are further authorized to pay or reimburse JPMC for any fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Debtors to JPMC, whether such obligations are incurred prepetition or postpetition, and JPMC is authorized to receive or obtain payment for such obligations, as provided under, and in the manner set forth in, the Corporate Credit Card Agreements.

13. The Banking Services provided by JPMC are secured under the Prepetition ABL Facility as Banking Services Obligations. JPMC is authorized to (a) continue holding and/or require incremental or additional cash collateral to hold in its possession to secure its exposure under the Banking Services, including without limitation, the Banking Services Obligations, and (b) without further authorization or order from the Court, apply any cash collateral it is holding to any outstanding Banking Services Obligations in the ordinary course of business.

14. The indebtedness owed by the Debtors to JPMC in respect of the Corporate Credit Card Agreements was secured by Cash held by JPMC to secure the credit card obligations,

pursuant to the terms of the Credit Card Agreements (the "Credit Card Cash Collateral Account"). JPMC has and shall continue to have a valid and perfected, non-avoidable first-priority lien in the Credit Card Cash Collateral Account and any proceeds thereof. Such lien shall not be primed by any lien granted to any postpetition lender or other person absent further order of this Court.

15. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified, without application to or further order of this Court, to permit: (a) the on-going administration of the Credit Card Program under the Corporate Credit Card Agreements (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto); and (b) JPMC to implement and exercise all rights and remedies provided for in the Corporate Credit Card Agreements including, but not limited to, the right to execute upon or enforce its lien on cash collateral securing any obligations arising under the Corporate Credit Card Agreements and related documents.

16. JPMC may rely on the Debtors' representations with respect to the Corporate Credit Card Program, and JPMC shall not have any liability to any party for relying on such representations as provided for herein.

17. The Debtors shall serve a copy of this Final Order on the Banks within forty-eight (48) hours of the entry of this Final Order and upon any bank at which the Debtors open a new bank account immediately upon the opening of such new account.

18. Subject to the Cash Collateral Order and the Cash Management Agreements, the Debtors are authorized to continue engaging in Intercompany Transactions by and among the Debtors in the ordinary course of business and on terms materially consistent with historical practices; *provided* that the Debtors shall not be authorized by this Final Order to undertake any Intercompany Transactions that are not on terms materially consistent with the Debtors' operation

of their business in the ordinary course during the prepetition period. For the avoidance of doubt, and notwithstanding anything herein to the contrary, the Debtors may not materially amend, modify, change, or terminate their existing ordinary course practices with respect to Intercompany Transactions.

19. In connection with the Intercompany Transactions, the Debtors shall continue to maintain accurate and current records with respect to all transfers of cash and non-cash setoffs so that all prepetition and postpetition transactions, including the Intercompany Transactions, may be readily ascertained, traced, and recorded properly on applicable intercompany accounts and shall make such records promptly available to the Prepetition ABL Agent, the Prepetition Term Loan Agent, the U.S. Trustee, and any statutory committee appointed in these cases upon request *provided* that the Debtors shall not be authorized by this Final Order to make cash payments on account of any prepetition Intercompany Claims. For the avoidance of doubt, this Final Order does not authorize the set off of any postpetition obligations against any prepetition obligations.

20. The Intercompany Claims arising postpetition relating to the Intercompany Transactions shall have administrative expense priority status pursuant to section 503(b) of the Bankruptcy Code; provided that any such administrative expense claim shall be junior to the carve-out and approved superpriority administrative expense claims provided for under the Cash Collateral Order.

21. Subject to the terms of this Final Order, the Debtors are authorized to continue to use their existing Cash Management System as depicted on Exhibit D to the Motion in accordance with, and subject to, the terms and conditions of the Cash Management Agreements. The Debtors may transfer funds into, out of, and through the Cash Management System using ordinary transfer methods in accordance with the Debtors' prepetition practice, subject to the terms of this Final

Order. In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain accurate and detailed records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly and the Debtors may distinguish between prepetition and postpetition transactions. Subject to compliance with the terms of this Final Order, the Debtors, in consultation with the Prepetition ABL Agent and Prepetition Term Loan Agent, and the Banks may agree, without further order of this Court, to implement any changes to the Cash Management System and procedures in the ordinary course of business that they deem appropriate, including, without limitation, closing any of the Bank Accounts or opening new bank accounts as set forth herein.

22. The Debtors are authorized, but not directed, to pay and/or reimburse the Banks for any Bank Account Claims arising prior to or after the Petition Date.

23. The Debtors shall not make any intercompany loans to non-debtor entities absent further Court order.

24. The Debtors are authorized, but not directed, to continue to use their existing Business Forms (including checks) without alteration or change and without the designation "Debtor-in-Possession" imprinted upon them; provided that once the Debtors have exhausted their existing stock of business forms, the Debtors shall ensure that any new business forms are clearly labeled "Debtor in Possession"; provided further that with respect to any business forms that exist or are generated electronically, to the extent reasonably practicable, the Debtors shall ensure that such electronic business forms are clearly labeled "Debtor-in-Possession" within ten (10) days after the date of this Final Order.

25. The Debtors shall give notice within 10 days of closing any bank accounts to the U.S. Trustee and any official committee appointed in the Chapter 11 Cases.

26. Nothing in the Motion or this Final Order shall be construed to: (i) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (ii) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

27. Except as specifically set forth in this Final Order, nothing in the Motion or this Final Order, 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 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.

28. 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.

29. 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.

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

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

32. 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

Bank Accounts

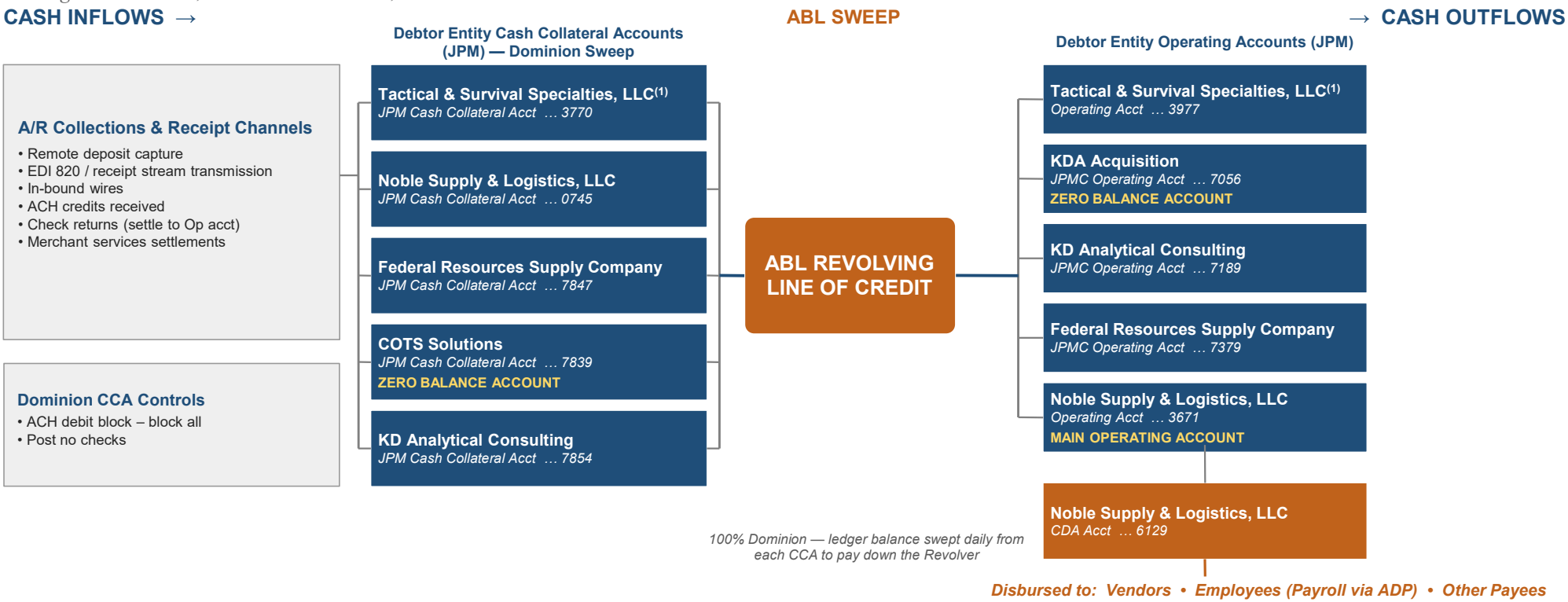
Account Holder	Bank Name	Bank Account Number (Last Four)	Account Type
Tactical & Survival Specialties, LLC (formerly known as Tactical & Survival Specialties, Inc.)	JPMC	3770	Cash Collateral Account
Noble Supply & Logistics, LLC	JPMC	0745	Cash Collateral Account
Federal Resources Supply Company, LLC	JPMC	7847	Cash Collateral Account
COTS Solutions, LLC	JPMC	7839	Zero Balance Account (Cash Collateral)
K.D. Analytical Consulting, LLC	JPMC	7854	Cash Collateral Account
Tactical & Survival Specialties, LLC (formerly known as Tactical & Survival Specialties, Inc.)	JPMC	3977	Operating Account
KDA Acquisition, LLC	JPMC	7056	Zero Balance Account (Operating Account)
K.D. Analytical Consulting, LLC	JPMC	7189	Operating Account
Federal Resources Supply Company, LLC	JPMC	7379	Operating Account
Noble Supply & Logistics, LLC	JPMC	3671	Main Operating Account
Noble Supply & Logistics, LLC	JPMC	6129	Controlled Disbursement Account
Noble Supply & Logistics, LLC	JPMC	6203	Savings Account
Noble Supply & Logistics, LLC	JPMC	9876	German Account (Collections and Disbursements)

EXHIBIT D

Flowchart of Cash Management System

Cash Management System — Schematic of Cash Flows

JPMorgan Chase Bank, N.A. — ABL Structure, Full Dominion



Source: JPMorgan Chase Bank, N.A. — "Noble Supply & Logistics, LLC – ABL Structure – Full Dominion, Post 120-Days of FRSC Acquisition". Account numbers redacted to the last four digits per standard first day filing convention. Prepared for illustrative purposes in connection with the Debtors' proposed Cash Management Motion.

(1) Formerly known as Tactical & Survival Specialties, Inc.