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 (CTG) (Jointly Administered) **Re: Docket Nos. 91, 219, 251, & 252**

LIMITED OBJECTION AND RESERVATION OF RIGHTS OF RAE SYSTEMS, INC. TO NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Rae Systems, Inc. ("Rae Systems"), by and through its undersigned counsel, hereby submits this limited objection and reservation of rights (this "Objection") to the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [Docket No. 252] (the "Cure Notice")[2] filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") and in support of this Objection states as follows:

BACKGROUND

1. Rae Systems, along with Honeywell Analytics, LLC, are parties to a certain Sensing & Safety Technologies Authorized Distributor Agreement-Gas & Flame Detection with Noble

[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 defined herein shall have the meaning given to them in the Cure Notice.

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Supply & Logistics, LLC (the "Agreement"), under which Rae Systems agreed to provide the Debtors, and the Debtors agreed to pay for, certain products.

2. On September 7, 2026, the Debtors filed a motion (the "Sale Motion") [Docket No. 91] seeking, among other things, approval of certain bidding and notice procedures and the sale of substantially all of the Debtors' assets after a bid and auction process.

3. On September 26, 2026, the Court entered an order [Docket No. 219] (the "Bidding Procedures Order") that, among other things, established procedures for the sale of substantially all of the Debtors' assets to a stalking-horse bidder and the Debtors' assumption and assignment of executory contracts and unexpired leases in connection with a proposed sale.

4. On September 29, 2026, the Debtors filed their *Notice of Sale, Bidding Procedures, Auction, Sale Hearing and Other Deadlines Related Thereto* [Docket No. 251] (the "Sale Notice").

5. On September 29, 2026, the Debtors filed the Cure Notice, which includes a schedule of contracts that *may* be assumed and assigned in connection with a sale of substantially all of the Debtors' assets, along with the Debtors' proposed cure amounts in the event such contracts are actually assumed and assigned. Objections to the Cure Notice must be filed by no later than October 9, 2026 at 4:00 p.m. (ET).

6. The Cure Notice lists the following agreement between Rae Systems and the Debtors and the proposed corresponding cure amount (the "Cure Amount"):

Debtor – Company Entity	Counterparty	Description	Cure Amount
Federal Resources Supply Company, LLC	Rae Systems, Inc.	Distribution Agreement	$1,037,048.50

LIMITED OBJECTION

7. Rae Systems does not object to the Debtors' assumption and assignment to the Stalking Horse Bidder or other successful bidder of the Agreement, subject to payment in full of the correct Cure Amount at the time of assignment and satisfaction of all other applicable requirements of 11 U.S.C. § 365(b)(1).

8. The correct amount owed under the Agreement, as of today, is $1,066,345.07. Since the Debtors continue to procure services from Rae Systems, and Rae Systems continues to provide services under the Agreement, the final Cure Amount will not be known for certain until the assumption and assignment of the Agreement takes place. Accordingly, any future closing of the sale of the Debtors' assets, including the assumption and assignment of the Agreement, must provide for payment of all amounts owed as of the closing date, and Rae Systems objects to the Cure Amount to the extent it is insufficient and/or not intended to cover any such additional invoices.

RESERVATION OF RIGHTS

9. Rae Systems hereby reserves the right: (i) to supplement or otherwise modify this Objection as necessary or appropriate; and (ii) to object to any proposed sale order tendered to the Court in connection with a sale hearing. Nothing contained in this Objection constitutes a waiver of any of the claims, entitlements, rights, defenses, or remedies of Rae Systems, each of which is expressly hereby reserved.

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Respectfully submitted,

ADAMS & REESE LLP

/s/ Scott R. Cheatham

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Attorneys for Rae Systems, Inc.

CERTIFICATE OF SERVICE

I, Scott R. Cheatham, hereby certify that, on this 9th day of October, 2026, I caused a true and correct copy of the foregoing pleading to be served by electronic notice upon all parties who have requested notice in this case via the Court's CM/ECF system.

Dated: October 9, 2026

/s/ Scott R. Cheatham
Scott R. Cheatham