IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Noble Supply & Logistics, LLC, *et al.*,	Case No. 26-11369 (CTG)
Debtors.[1]	(Jointly Administered)
	Related Docket No. 252

LIMITED OBJECTION AND RESERVATION OF RIGHTS OF ANDURIL INDUSTRIES, INC. TO THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND PROPOSED CURE AMOUNTS

Anduril Industries, Inc. ("**Anduril**"), by and through its undersigned counsel, hereby submits this Limited Objection and Reservation of Rights (the "**Objection**") to the Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets [Dkt. No. 252] (the "**Assumption and Cure Notice**") filed by the above-captioned debtors (collectively, the "**Debtors**"), and in support thereof, states as follows:

BACKGROUND

1. On August 30, 2026 (the "**Petition Date**"), the Debtors each commenced a case by filing a petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") (collectively, the "**Chapter 11 Cases**").

[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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2. On September 29, 2026, the Debtors filed the Assumption and Cure Notice identifying executory contracts that the Debtors may assume and assign and the proposed cure amount for such executory contracts.[2]

3. Anduril is party to a Purchase Order with the Debtors – Purchase Order No. P2012015 (the "**Anduril Contract**") relating to a contract between Defense Logistics Agency ("**DLA**") and the Debtors (the "**DLA Contract**").[3] Specifically, pursuant to the Anduril Contract, Anduril supplies goods and services necessary for the Debtor's performance under the DLA Contract. Pursuant to the Anduril Contract, Anduril agreed to supply goods and services to Noble and Noble agreed to pay $27,215,708.20 to Anduril. Anduril has provided certain goods and services and issued invoices totaling $4,699,988.06 for those goods and services.[4] Further goods and services remain outstanding under the Anduril Contract.

LIMITED OBJECTION AND RESERVATION OF RIGHTS

4. Purchase Orders with yet to be delivered goods, like the Anduril Contract, are executory contracts. *See In re Harnischfeger Indus., Inc*., 293 B.R. 650, 659 (Bankr. D. Del. 2003), *In re TK Holdings Inc*. 2018 WL 1306271, at *27 (Bankr. D. Del. 2018), *In re Collins & Aikman Corp*., 384 B.R. 751, 761-62 (Bankr. E.D. Mich. 2008), *In re JZ, LLC*, 357 B.R. 816, 823 fn. 19 (Bankr. D. Idaho 2006), aff'd sub nom. *In re JZ L.L.C*., 371 B.R. 412 (B.A.P. 9th Cir. 2007), *In re*

[2] The Assumption and Cure Notice was served on September 30, 2026, on parties listed as counterparties to the identified contracts. *See* Certificate of Service [Dkt. 260]. As noted herein, Anduril's executory contract is not listed on the Assumption and Cure Notice, and Anduril was only served with a general Notice of Sale, Bidding Procedures, Auction, Sale Hearing, and Other Deadlines. *See* Certificate of Service [Dkt. 260].

[3] Debtors and Anduril are also parties to a second Purchase Order with the Debtors -- Purchase Order No. P2012022 corresponding to DLA Delivery Order SPE8EL26FW06Y, pursuant to which the Debtors owe Anduril at least $5,388,047.00. Anduril reserves all rights with respect to Purchase Order No. P2012022, any invoices related thereto, and all amounts owed by the Debtor pursuant thereto, including all rights to seek to compel the Debtors to assume or reject Purchase Order No. P2012022 if it is determined to be an executory contract.

[4] The Anduril Contract and Invoices contain non-public information and are not being attached hereto as the Debtors have copies. Copies will be provided to the Debtors and Court upon request.

APF Indus., Inc., 118 B.R. 122, 123 (Bankr. M.D. Fla. 1990) ("The executory contract sought to be assumed is a purchase order."). Although it is an executory contract, the Anduril Contract is not identified in the Assumption and Cure Notice as a contract to be assumed and assigned by the Debtors.

5. However, although the descriptions of contracts in the Assumption and Cure Notice are vague, the Assumption and Cure Notice identifies numerous DLA-related contracts using generic descriptions, including "DLA TLS", "DLA TROOP SUPPORT," "DLA LAND AND MARITIME," "DLA AVIATION," and similar references. Each of the foregoing propose no cure payment. Without further information, Anduril cannot determine with certainty whether the DLA Contract is listed as a contract to be assumed and assigned by the Debtors.

6. To the extent that the DLA Contract is being assumed and assigned, Anduril assumes that, since it is the sole supplier of the goods and services under the Anduril Contract, that the Anduril Contract would need to be assumed and assigned as well. To the extent that the Debtors' assert that the Anduril Contract is being assumed and assigned as part of the assumption and assignment of the DLA Contract, Anduril objects to the assumption and assignment as the Anduril Contract has not been identified by the Debtors in the Assumption and Cure Notice or otherwise. To the extent the Debtors seek to add the Anduril Contract to the list of executory contracts, Anduril objects to the assumption and assignment unless the Debtors cure all defaults, including payment of all amounts owed – currently no less than $4,699,988.06 – and provide adequate assurances of future performance. Anduril reserves all rights to object to the assumption and assignment of the Anduril Contract (or any other agreement between Anduril and the Debtors) to the extent it (or any other agreement between Anduril and the Debtors) is added to the list of potential contracts to be assumed and assigned by the Debtors.

7. The Debtors recently requested that Anduril suspend all further work, production, and material purchases associated with the Anduril Contract and hold any completed or in-process goods. The Debtors specifically noted that they are not cancelling the Anduril Contract, but requested that Anduril suspend and hold all work and products. While Anduril understands that the Debtors may desire a short amount of time to consider how they proceed with the Anduril Contract, Anduril cannot simply suspend and hold operations indefinitely. Such suspension and hold comes at a cost for Anduril. First, Anduril is currently holding significant completed or near completed product that cannot be shipped or delivered due to the hold. Anduril has further already undertaken the procurement of specialized subcomponents for the order. Anduril is incurring significant costs in storing the foregoing. Additionally, the indefinite suspension and hold limits Anduril's ability to enter into contracts with other parties due to the lack of clarity on its remaining obligations under the Anduril Contract and when, or even if, performance will be required. The requirement to hold further prevents Anduril from mitigating its damages because it must remain ready to perform. Additionally, under the Anduril Contract, Anduril was scheduled to execute certain training events and had scheduled personnel for those events, but the suspension cancelled those training events and Anduril's personnel are now idle as a result. In short, the suspension and delay is causing harm to Anduril and preventing Anduril from mitigating its damages. Anduril reserves the right to seek further relief from this Court, including seeking (i) adequate protection and payment to address the added costs, burdens, and harms, including any not listed herein, as a result of the suspension and hold instructions and (ii) seeking to compel the Debtors to assume, assume and assign, or reject the Anduril Contract.

8. Anduril reserves the right to object to any proposed assumption and assignment of the Anduril Contract (or any other agreement between Anduril and the Debtors) and reserves the

right to amend or modify the cure amount required to assume and assign such executory contract. Anduril expressly reserves all rights and remedies afforded under the terms of the Anduril Contract, any applicable law and under the Bankruptcy Code, including all rights under Section 365 of the Bankruptcy Code, including the right to request further adequate assurances of future performance and/or rejection damages and any other damages available to Anduril. Nothing herein shall be deemed to waive any of Anduril's procedural, substantive, or other rights, privileges, and remedies in connection with the Anduril Contract, all of which are hereby reserved.

Dated: October 13, 2026

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CERTIFICATE OF SERVICE

The undersigned certifies that, on October 13, 2026, the foregoing *Limited Objection and Reservation of Rights of Anduril Industries, Inc. to the Debtors' Assumption and Assignment of Executory Contracts and Proposed Cure Amounts* was served (i) via electronic mail on the "Objection Notice Parties" listed in the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [Dkt. No. 252] and (ii) via the Court's CM/ECF electronic filing system on all parties registered and authorized to receive such notice.

/s/ Gregory T. Donilon
Gregory T. Donilon (No. 4244)