Docket #0422 Date Filed: 11/02/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	
Noble Supply & Logistics, LLC, *et al.*,	)	Chapter 11
	)	Case No. 26-11369 (CTG)
	)	
Debtors.[1]	)	(Jointly Administered)
	)	
	)	Re: D.I. 325, 363
	)	

CERTIFICATION OF COUNSEL REGARDING REVISED PROPOSED ORDER GRANTING MOTION OF THE UNITED STATES FOR LIMITED RELIEF FROM THE AUTOMATIC STAY

The undersigned counsel for the United States of America, on behalf of the Defense Logistics Agency ("DLA"), certifies as follows:

1. On October 13, 2026, the United States filed its motion for limited relief from the automatic stay to exercise termination rights with respect to certain DLA Contracts and Delivery Orders [D.I. 325] (the "Motion"), with a proposed form of order [D.I. 325-1] (the "Proposed Order").

2. On October 21, 2026, the Debtors filed a limited objection to the Motion [D.I. 363], with a declaration of Robert Albergotti [D.I. 365]. The Official Committee of Unsecured Creditors and Thermo Fisher Scientific filed a reservation of rights [D.I. 364, 367].

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3. On October 28, 2026, the Court held a hearing on the Motion. At the hearing, the Court granted the Motion and directed the parties to confer and submit a form of order under certification of counsel.

4. Consistent with the Court's ruling, the United States prepared a revised proposed order (the "Revised Order"), which is attached as Exhibit A. The Revised Order modifies the stay solely to permit DLA to exercise whatever rights it may have under applicable non-bankruptcy law to terminate the Schedule A Orders and the Storefront Requirement, each as defined in the Motion. It does not determine the scope of any party's rights under that law, and it preserves all rights, claims, and defenses of the parties concerning any such termination. A blackline comparing the Revised Order with the Proposed Order is attached as Exhibit B.

5. On October 30, 2026, the United States circulated the Revised Order to counsel for the Debtors, the Committee and Thermo Fisher Scientific. Counsel for these parties has advised they do not object to entry of the Revised Order.

WHEREFORE, the United States respectfully requests that the Court enter the Revised Order at its earliest convenience.

Dated: November 2, 2026

Respectfully submitted,

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	)	Chapter 11
Debtors.[1]	)	(Jointly Administered)
	)	
_____	)	Related Docket Nos. 325 & 363

ORDER GRANTING MOTION OF THE UNITED STATES FOR LIMITED RELIEF FROM THE AUTOMATIC STAY TO EXERCISE TERMINATION RIGHTS WITH RESPECT TO CERTAIN DLA CONTRACTS AND DELIVERY ORDERS

Upon the motion of the United States [Docket No. 325], on behalf of the Defense Logistics Agency ("DLA"), for entry of an order pursuant to section 362(d)(1) of title 11 of the United States Code (the "Bankruptcy Code") granting limited relief from the automatic stay to permit DLA to exercise its termination rights with respect to certain DLA Contracts and Delivery Orders, including taking any notices or other contractual steps necessary to effectuate such terminations in accordance with the applicable contract terms and nonbankruptcy law (the "Motion")[2]; and the Court having jurisdiction over the Motion under 28 U.S.C. §§ 157 and 1334; and the Motion being a core proceeding under 28 U.S.C. § 157(b)(2)(G); and venue being proper under 28 U.S.C. §§ 1408 and 1409; and the Court having considered the Motion, the declarations filed in support

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[2] Capitalized terms used but not defined in this Order have the meanings given them in the Motion.

of it, any responses thereto, and the record of the hearing held on October 28, 2026; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, except as otherwise ordered herein; and after due deliberation; and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. The automatic stay under section 362(a) of the Bankruptcy Code is modified solely to permit DLA to exercise whatever rights it may have under applicable non-bankruptcy law to terminate the Schedule A Orders and the Storefront Requirement of Contract No. SPE8E3-25-D-0009, including issuing any notices and taking any other contractual or administrative steps required to effectuate such terminations in accordance with the applicable contract terms and non-bankruptcy law.

3. The relief granted in this Order extends only to the Schedule A Orders and the Storefront Requirement as described and detailed in the Motion.

4. Nothing in this Order adjudicates the merits or propriety of any termination of a Schedule A Order or the Storefront Requirement by DLA, or any right, claim, or defense of any party arising from such a termination. Nothing in this Order determines the scope of any party's rights under applicable non-bankruptcy law, and all rights, claims, and defenses of the parties concerning any such termination are fully preserved.

5. Nothing in this Order precludes DLA from seeking further relief from the automatic stay with respect to any DLA Contract or Delivery Order based on changed circumstances or other grounds, and the United States' setoff and recoupment defenses, if any, are hereby fully preserved.

6. The fourteen-day stay under Bankruptcy Rule 4001(a)(3) is waived, and this Order is effective and enforceable immediately upon entry.

7. The Court retains jurisdiction over all matters arising from or related to the interpretation, implementation, or enforcement of this Order.

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[2] Capitalized terms used but not defined in this Order have the meanings given them in the Motion.

filed in support of it, ~~and~~ any responses thereto, and the record of the hearing held on October 28, 2026; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, except as otherwise ordered herein; and after due deliberation; and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. The automatic stay under section 362(a) of the Bankruptcy Code is modified solely to permit DLA to exercise ~~its termination rights with respect to~~whatever rights it may have under applicable non-bankruptcy law to terminate the Schedule A Orders and the Storefront Requirement of Contract No. SPE8E3-25-D-0009, including issuing any notices and taking any other contractual or administrative steps required to effectuate such terminations in accordance with the applicable contract terms and non-bankruptcy law.

3. The relief granted in this Order extends only to the Schedule A Orders and the Storefront Requirement as described and detailed in the Motion.

4. Nothing in this Order adjudicates the merits or propriety of any termination of a Schedule A Order or the Storefront Requirement by DLA, or any right, claim, or defense of any party arising from such a termination. ~~Any such dispute must be resolved through the procedures that govern the termination under applicable nonbankruptcy law, including the Contract Disputes Act, 41 U.S.C. §§ 7101–7109.~~Nothing in this Order determines the scope of any party's rights under applicable non-bankruptcy law, and all rights, claims, and defenses of the parties concerning any such termination are fully preserved.

~~5. Except as expressly provided in this Order, nothing in this Order waives or limits any right of the United States or DLA under the DLA Contracts, the Delivery Orders, or applicable~~

~~law, including rights of setoff and recoupment, claims arising under any DLA Contract or Delivery Order.~~

~~6.~~5. Nothing in this Order precludes DLA from seeking further relief from the automatic stay with respect to any DLA Contract or Delivery Order based on changed circumstances or other grounds, and the United States' setoff and recoupment defenses, if any, are hereby fully preserved.

~~7.~~6. The fourteen-day stay under Bankruptcy Rule 4001(a)(3) is waived, and this Order is effective and enforceable immediately upon entry.

~~8.~~7. The Court retains jurisdiction over all matters arising from or related to the interpretation, implementation, or enforcement of this Order.