IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	
Noble Supply & Logistics, LLC, *et al*.,	)	Case No. 26-11369 (CTG)
	)	
	)	Chapter 11
Debtors.[1]	)	(Jointly Administered)
	)	
	)	**Related D.I. 219, 252, 297 & 437**

UNITED STATES' LIMITED OBJECTION AND RESERVATION OF RIGHTS REGARDING THE SALE TO THE SUCCESSFUL BIDDERS

The United States of America, on behalf of its agencies, departments, and instrumentalities (each, a "Federal Agency," and collectively, the "United States"), submits this limited objection to the sale of the Debtors' assets to the Successful Bidders and the Backup Bidder named in the *Notice of Auction Results* [Docket No. 437] (the "Auction Notice"),[2] and to any showing of adequate assurance of future performance under a contract with a Federal Agency. The United States does not object to the sale itself. It objects to the extent that the sale, any asset purchase agreement, or any order approving the sale (a "Sale Order") would (i) authorize the assumption or assignment of any contract, purchase order, task order, or delivery order between a Debtor and a Federal Agency (a "Federal Agency contract") without the United States' written consent; (ii) fix any amount required to cure a default under a Federal Agency contract; (iii) find adequate assurance of future performance under a Federal Agency contract; or (iv) impair the United States'

[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) ("Noble"); 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).

[2] Capitalized terms used but not defined in this limited objection have the meanings given to them in the Auction Notice or the Bidding Procedures Order, as applicable.

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setoff, recoupment, property, or regulatory rights. In support of this limited objection, the United States respectfully states as follows:

PRELIMINARY STATEMENT

1. The Auction Notice does not say whether any Successful Bidder will seek to have any Federal Agency contracts assigned as part of the sales transaction. Briggs Management Partners, LLC ("Briggs"), the Successful Bidder for the Debtors' Noble IQ business, will assume "cure costs associated with designated contracts if such cure costs exist." Auction Notice at 2. The Backup Bidder, IQ Forward Readiness, LLC, offers the same. *Id.* Neither the Auction Notice nor any other filing identifies the designated contracts, and each bid remains "subject . . . to agreement on definitive documentation." *Id.*

2. The Debtors may not assume or assign any Federal Agency contract without the United States' written consent, which the United States has not given. *See* 11 U.S.C. § 365(c)(1); 41 U.S.C. § 6305(a); *In re West Elecs., Inc.*, 852 F.2d 79, 83 (3d Cir. 1988). The United States made this point in its objection to the Debtors' cure notice and asked that any Sale Order include the provisions now attached as Exhibit A. Docket No. 297 ¶¶ 12–14, 18 & Ex. B. This limited objection applies those points to the Successful Bidders and the Backup Bidder.

3. For the same reasons, the Court should make no finding of adequate assurance of future performance as to any Federal Agency contract. Whether a transferee can perform a Federal Agency contract is a question for the responsible contracting officer in the novation process. *See e.g.*, 48 C.F.R. § 42.1204(a), (e)(3).

BACKGROUND

4. On August 30, 2026, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code. Before that date, the Debtors sold supplies and services to Federal

Agencies, including the Defense Logistics Agency and the General Services Administration. They held more than 100 multi-award indefinite-delivery, indefinite-quantity contracts and twelve single-award contracts and served "over 4,000 government customers." Docket No. 15 ¶¶ 8, 10–11 & n.4.

5. On September 26, 2026, the Court approved procedures for the sale of substantially all of the Debtors' assets. Docket No. 219 (the "Bidding Procedures Order"). Supplemental sale objections and objections to adequate assurance of future performance are due November 9, 2026, and the Sale Hearing is set for November 16, 2026. *Id.* ¶ 3.

6. On September 29, 2026, the Debtors filed a notice of cure costs and potential assumption and assignment of executory contracts. Docket No. 252 (the "Cure Notice"). Schedule 1 to the Cure Notice lists 147 entries described only as "Government Contract," 123 of which appear to name a Federal Agency, and only one federal entry contains anything resembling a contract number. On October 9, 2026, the United States objected to the Cure Notice. Docket No. 297 (the "Cure Objection"); *see id.* ¶¶ 8, 10. The Cure Objection explained that no Federal Agency contract may be assumed or assigned without the United States' written consent, that the listed Cure Costs do not bind the United States, and that any Sale Order must include the provisions now attached as Exhibit A. *Id.* ¶¶ 12–18 & Ex. B. The Debtors have not served a Supplemental Assumption and Assignment Notice identifying any Federal Agency contract. *See* Bidding Procedures Order ¶ 31.

7. The Debtors held the Auction on November 5, 2026. Auction Notice at 1–2. They selected Briggs as the Successful Bidder for the Noble IQ business for $6,284,541 in cash plus "the assumption of certain of the Debtors' liabilities including accounts payable and cure costs associated with designated contracts if such cure costs exist." *Id.* at 2. The Backup Bidder offered

$5,634,451 in cash, $500,000 in contingent consideration, and the assumption of liabilities "including cure costs associated with designated contracts if such cure costs exist." *Id.* The Debtors also selected Successful Bidders for certain FSG inventory and for the noble.com web domain. *Id.* The finalized asset purchase agreements will control over the Auction Notice's summary of terms. *Id.* at 2 n.3. Objections to the Successful Bidders and to the sale to them are due November 9, 2026, at 4:00 p.m. (ET). *Id.* at 3.

8. As of this filing, the Debtors have not filed an asset purchase agreement with any Successful Bidder, a list of the designated contracts, or a proposed Sale Order reflecting the Auction results.

OBJECTION

A. No Federal Agency Contract May Be Assumed or Assigned to a Successful Bidder Without the United States' Written Consent.

9. Section 365(c)(1) bars a debtor in possession from assuming or assigning an executory contract if "applicable law excuses a party, other than the debtor, to such contract or lease from accepting performance from or rendering performance to an entity other than the debtor or the debtor in possession" and "such party does not consent to such assumption or assignment." 11 U.S.C. § 365(c)(1)(A)–(B). The Anti-Assignment Act is such a law. It provides that "[t]he party to whom the Federal Government gives a contract or order may not transfer the contract or order, or any interest in the contract or order, to another party," and that "[a] purported transfer in violation of this subsection annuls the contract or order so far as the Federal Government is concerned." 41 U.S.C. § 6305(a). Applying the statute's predecessor, the Third Circuit held that a debtor in possession may not assume a government contract without the Government's consent. *West Elecs.*, 852 F.2d at 83–84.

10. The United States has not consented to the assumption or assignment of any Federal Agency contract to Briggs, to the Backup Bidder, or to any other purchaser. Consent to the transfer of a Federal Agency contract comes through the novation process, in which the responsible contracting officer decides whether to recognize a successor in interest. *See e.g.,* 48 C.F.R. §§ 42.1202, 42.1204(a).[3] Nothing in the Bidding Procedures Order or the Auction Notice supplies that consent. The United States objected to the Cure Notice on that basis, and it does not consent now. *See* Cure Objection ¶ 14.

B. The Court Should Make No Finding of Adequate Assurance as to Any Federal Agency Contract.

11. A debtor may assign an executory contract only if "adequate assurance of future performance by the assignee of such contract or lease is provided." 11 U.S.C. § 365(f)(2)(B). The Auction Notice states only the price and the liabilities each bidder will assume. Auction Notice at 2. The Debtors have not provided the United States any information about the ability of Briggs or the Backup Bidder to perform a Federal Agency contract.

12. For a Federal Agency contract, non-bankruptcy law places that question with the contracting officer. A contractor that asks the Government to recognize a successor in interest must submit the document describing the transaction, a list of each affected contract by number, and "[e]vidence of the transferee's capability to perform." 48 C.F.R. § 42.1204(e)(1)–(3). The Government then decides whether recognizing the transferee is in its interest. *See id.* § 42.1204(a). The Sale Order, therefore, cannot make a finding of adequate assurance as to any Federal Agency contract.

[3] Citations to the FAR are to chapter 1 of title 48 of the Code of Federal Regulations. Because no designated contract has been identified, the United States cannot yet confirm which, if any, are governed by the FAR.

C. Any Sale Order Must Preserve the United States' Rights.

13. Any Sale Order should include the provisions set forth in Exhibit A. They preserve the United States' consent, setoff, recoupment, property, and regulatory rights, and they provide that the Sale Order neither sets cure amounts for, nor deems the United States to consent to the transfer of, any federal contract or other federal interest.

14. Those provisions are needed because section 363(f) does not allow a purchaser to take property free of the obligation to comply with police and regulatory law. Section 363(f) permits a sale free and clear of an entity's "interest in such property" only if one of five conditions is met. 11 U.S.C. § 363(f)(1)–(5). None of these conditions excuses a buyer's duty to comply with the law as the owner or operator of the property it buys. The United States does not consent to a sale free of that duty, the duty is neither a lien nor the subject of a bona fide dispute, and the United States cannot be compelled to accept money in place of compliance. *See id.* § 363(f)(2)–(5). A sale order cannot place a buyer above the law. *See Zerand-Bernal Grp., Inc. v. Cox*, 23 F.3d 159, 163 (7th Cir. 1994) ("[N]o one believes . . . that a bankruptcy court enjoys a blanket power to enjoin all future lawsuits against a buyer at a bankruptcy sale [or] . . . immunize such buyer from all state and federal laws that might reduce the value of the assets bought from the bankrupt.").

15. Nor may the sale include property to which the United States holds title, such as Government property in a Debtor's possession or supplies to which title has passed to the Government. That property is not property of the estate and may not be sold under section 363. *See* 11 U.S.C. §§ 363(b)(1), 541(a).

D. The Court Should Not Waive the Stay Under Rule 6004(h) Absent Cause.

16. Unless the court orders otherwise, an order authorizing the sale of property is stayed for 14 days after it is entered. Fed. R. Bankr. P. 6004(h). The Auction Notice identifies no reason

to shorten that period. The Court should not waive the stay unless the Debtors show cause for doing so.

E. Reservation of Rights.

17. The asset purchase agreements, the list of designated contracts, and a Sale Order reflecting the Auction results have not been filed. The United States reserves the right to object to each of them, and to any Supplemental Assumption and Assignment Notice, when filed, including at the Sale Hearing. Nothing in this limited objection waives or limits the Cure Objection or any claim, defense, or right of the United States, including its rights of setoff and recoupment.

18. Pursuant to Local Rule 9013-1(h), the United States does not consent to the entry of final orders or judgments by the Court in connection with this limited objection if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

WHEREFORE, the United States respectfully requests that the Court (a) sustain this limited objection; (b) decline to approve the assumption or assignment of any Federal Agency contract to any Successful Bidder or the Backup Bidder absent the United States' written consent; (c) make no finding of adequate assurance of future performance as to any Federal Agency contract; (d) require that any Sale Order include the provisions set forth in Exhibit A; and (e) grant such other and further relief as the Court deems just and proper.

Dated: November 9, 2026

Respectfully submitted,

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EXHIBIT A

Proposed Sale Order Language

The United States requests that any Sale Order include the following provision:

Notwithstanding any provision to the contrary in this Sale Order ("Order"), any asset purchase agreement, or any other document related to the sale, nothing shall:

i. release, nullify, preclude or enjoin the enforcement of any police or regulatory power or any liability that any entity would be subject to as the owner, lessor, lessee or operator of property that such entity owns, operates or leases after the date of entry of this Order;

ii. affect the setoff or recoupment rights of the United States;

iii. confer exclusive jurisdiction to the Bankruptcy Court except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code);

iv. authorize the assumption, assignment, sale or other transfer of any federal (a) grants, (b) grant funds, (c) contracts, (d) agreements, (e) awards, (f) task orders, delivery orders, purchase orders, or other orders, (g) property, (h) intellectual property, (i) patents, (j) leases, (k) certifications, (l) applications, (m) registrations, (n) billing numbers, (o) national provider identifiers, (p) provider transaction access numbers, (q) licenses, (r) permits, (s) covenants, (t) inventory, (u) guarantees, (v) indemnifications, (w) data, (x) records, or (y) any other interests belonging to the United States (collectively, "Federal Interests") without compliance by the Debtors and any purchaser or assignee with all terms of the Federal Interests and with all applicable non-bankruptcy law;

v. be interpreted to set cure amounts or to require the United States to novate, approve or otherwise consent to the sale, assumption, assignment or other transfer of any Federal Interests;

vi. affect any right of the United States to terminate any federal contract, agreement, award, or order, or any request by the United States for relief from the automatic stay;

vii. waive, alter or otherwise limit the United States' property rights; or

viii. expand the scope of 11 U.S.C. § 525.

In the event of an inconsistency or conflict between any provision of any asset purchase agreement and any provision of this Order, as to the United States, the provisions of this Order and federal law shall govern.

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	)	Chapter 11
Debtors.[1]	)	(Jointly Administered)
	)	**Related D.I. 219, 252, 297 & 437**
	)	

CERTIFICATE OF SERVICE

I certify that on November 9, 2026, I caused copies of the United States' Limited Objection and Reservation of Rights Regarding the Sale to the Successful Bidders, with its Exhibit A, to be served (i) through the Court's CM/ECF system on all parties registered to receive electronic notice in these cases and (ii) by electronic mail on the parties listed on the attached service list.

Dated: November 9, 2026

/s/ Ryan W. Lamb
Ryan W. Lamb

[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).

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