Docket #0455 Date Filed: 11/11/2026

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 (CTG)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 91, 219, 252, 276, 283, 284, 290, 295, 296, 297, 300, 301, 313, 441, 437, 443, 446 & 447

DEBTORS' OMNIBUS REPLY TO (I) OBJECTIONS TO THE PROPOSED SALE OF CERTAIN OF THE DEBTORS' ASSETS TO BRIGGS MANAGEMENT PARTNERS, LLC AND (II) CURE OBJECTIONS

The above-captioned debtors and debtors in possession (collectively, the "Debtors") submit this omnibus reply (this "Reply") (a) in support of the *Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate a Stalking Horse Bidder and to Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief* [Docket No. 91] (the "Sale Motion") and (b) in response to (i) the *United States' Objection to Notice of Cure Costs and Potential Assumption and Assignment of Executory*

[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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Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets [Docket No. 297] (the "United States' Cure Objection") and *United States' Limited Objection and Reservation of Rights Regarding the Sale to the Successful Bidder* [Docket No. 443] (the "United States' Limited Sale Objection" and, with the United States' Cure Objection, the "United States' Objections"), and (ii) the Cure Objections and Sale Objections set forth on **Exhibit A** attached hereto (collectively, the "Additional Objections").[2] In support of this Reply, the Debtors respectfully state as follows:

REPLY

1. On November 5, 2026, the Debtors conducted an Auction for the sale of the Debtors' Noble IQ business and announced the Successful Bidders for certain additional groups of assets.

2. As reported in the Notice of Auction Results [Docket No. 437] (the "Auction Notice"), the Debtors, in consultation with the Consultation Parties, selected Briggs Management Partners, LLC ("Briggs") as the Successful Bidder for the Debtors' Noble IQ business.[3] The Debtors are presently finalizing a definitive asset purchase agreement with Briggs (the "Briggs APA") and a proposed form of order approving the sale to Briggs (the "Briggs Sale Order"). The Debtors will file the Briggs APA and the proposed Briggs Sale Order on the Bankruptcy Court's docket once finalized.

A. Reply to United States' Objections

3. On October 9, 2026, the United States filed the United States' Cure Objection which, among other things, asserted that no Federal Agency contract be assumed or assigned

[2] Capitalized terms used but not defined herein shall have meanings ascribed to such terms in the Bidding Procedures Order or the Auction Notice (each as defined herein), as applicable.

[3] Auction Notice at 2.

without the United States' written consent and requested that any Sale Order include the provisions set forth in Exhibit A thereto.[4]

4. On November 9, 2026, the United States filed the United States' Limited Sale Objection, which stated that the United States "does not object to the sale itself."[5] Rather, the United States' Limited Sale Objection also asks, among other things, that no Federal Agency contract be assumed or assigned without the United States' written consent and that any Sale Order include the provisions set forth in Exhibit A to the Limited Objection. The Debtors submit this Reply to address those points and advise the Court of their intention to resolve the United States' Objections consensually.

5. **Assignment or Novation of Government Contracts.** The Briggs APA does contemplate the potential assignment or novation of certain Federal Agency contracts following entry of the Sale Order.[6] The Debtors, however, are not seeking to assign or novate any such contracts in connection with entry of the Briggs Sale Order and will not thereafter assign or novate any such contract without the consent of the applicable government entity. Importantly, the Briggs APA does not require the assignment or novation of any contract as a condition to closing, nor would the Debtors' inability to assign or novate such contracts result in a purchase price adjustment. Accordingly, because the sale to Briggs may be consummated regardless of whether any government contract is ultimately assigned or novated, the consent, cure, and adequate assurance concerns raised in the Limited Objection are not implicated for purposes of the Court's

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[4] United States' Cure Obj. at ¶ ¶ 8, 10.

[5] United States' Limited Obj. at 1.

[6] As noted in the Auction Notice, the Debtors, in consultation with the Consultation Parties, designated additional Successful Bidders for certain FSG inventory and for the noble.com web domain. However, none of the other Successful Bids involve the potential assumption or assignment of contracts.

approval of the sale and the United States' rights with respect to consent, cure and adequate assurance remain fully preserved.

6. **Proposed Sale Order Language.** The Debtors have requested the inclusion of the United States' proposed language in the proposed Briggs Sale Order and will provide the United States with the Briggs APA and the proposed Briggs Sale Order as soon as possible. The Debtors are optimistic that, upon the United States' review of those documents, the Limited Objection will be resolved in full.

B. Reply to Additional Cure Objections and Sale Objections

7. In addition to the United States' Objections, various additional contract counterparties set forth on **Exhibit A** filed Cure Objections and Sale Objections.

8. The contract counterparties who filed the Additional Objections are parties to contracts with the Debtors that either (i) are **not** presently designated for assumption and assignment to Briggs pursuant to the Briggs APA, or (ii) are the subject of Additional Objections that have either been consensually resolved or that the Debtors expect to consensually resolve prior to the sale hearing.

9. The Additional Objections related to contracts which are **not** presently designated for assumption and assignment [Docket Nos. 283, 284, 290, 295, 296, 300, 301, 313, 441, and 447] are unaffected by the proposed sale to Briggs are moot at this time. These Additional Objections are moot and should be overruled.

10. The Debtors understand that Briggs has reached an agreement with Thermo Fisher Scientific and certain of its subsidiaries (collectively, "Thermo") regarding a consensual resolution of Thermo's limited cure objection filed at Docket No. 276, the terms of which shall be embodied in the Briggs APA and/or the Briggs Sale Order.

11. The Debtors are also presently working towards a consensual resolution with Bering Straits Professional Services, LLC ("Bering Straits") with respect to Bering Straits' limited objection filed at Docket No. 446, which shall be embodied in the Briggs Sale Order.

12. Accordingly, the Debtors submit that the Additional Objections should be overruled and that the sale to Briggs should be approved pursuant to the forthcoming Briggs Sale Order and Briggs APA.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court: (a) overrule the United States' Objections and the Additional Objections to the extent not consensually resolved; (b) approve the sale to Briggs; and (c) grant such other and further relief as is just and proper.

[*Remainder of this page intentionally left blank.*]

Dated: November 11, 2026
Wilmington, Delaware

/s/ Jack M. Dougherty

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Exhibit A

Additional Objections

Docket No.	Objection	Status
276	[Thermo Fisher Scientific's] Limited Objection and Reservation of Rights and Notice Regarding Contract Cure to Qualified Bidders Relative to Debtor's Cure Notice and Proposed Order Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases	The Debtors understand that Briggs has reached a consensual resolution with Thermo regarding Thermo's Limited Cure Objection, the terms of which are embodied in the forthcoming Briggs APA.
283	[Paradise Pillows Inc.'s] Objection to Notice of Cure Costs	Contract not presently designated for assumption and assignment pursuant to Briggs APA. Contract counterparty is unaffected by proposed Briggs sale.
284	Objection of Airgas USA, LLC to Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Sale of Substantially All Assets	Contract not presently designated for assumption and assignment pursuant to Briggs APA. Contract counterparty is unaffected by proposed Briggs sale.
290	Limited Objection and Reservation of Rights of J.F. Taylor, Inc. to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases	Contract not presently designated for assumption and assignment pursuant to Briggs APA. Contract counterparty is unaffected by proposed Briggs sale.
295	Response and Reservation of Rights of Weatherproofing Technologies, Inc. to Debtors' Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Sale of Substantially All Assets	Contract not presently designated for assumption and assignment pursuant to Briggs APA. Contract counterparty is unaffected by proposed Briggs sale.
296	Objection of JDI Integrations, LLC to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Sale of Substantially All Assets	Contract not presently designated for assumption and assignment pursuant to Briggs APA. Contract counterparty is unaffected by proposed Briggs sale.
300	Objection of Teledyne to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection With Sale of Substantially All Assets	Contract not presently designated for assumption and assignment pursuant to Briggs APA. Contract counterparty is unaffected by proposed Briggs sale.
301	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	Contract not presently designated for assumption and assignment pursuant to Briggs APA. Contract counterparty is unaffected by proposed Briggs sale.
313	Limited Objection and Reservation of Rights of Anduril Industries, Inc. to the Debtors' Assumption and Assignment of Executory Contracts and Proposed Cure Amounts	Contract not presently designated for assumption and assignment pursuant to Briggs APA. Contract counterparty is unaffected by proposed Briggs sale.
441	Amended Limited Objection and Reservation of Rights of Rae Systems, Inc., Honeywell Analytics Inc. and Honeywell Analytics Inc.-Formerly BW Tech to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases	Contract not presently designated for assumption and assignment pursuant to Briggs APA. Contract counterparty is unaffected by proposed Briggs sale.

446	Limited Protective Objection and Reservation of Rights of Bering Straits Professional Services, LLC Regarding Proposed Sale and Potential Assumption and Assignment of Executory Contract	The Debtors are also presently working towards a consensual resolution with counsel to Bering Straits with respect to Bering Straits' Limited Sale Objection.
447	Oracle's Reservation of Rights Regarding Debtor's Sale Motion	Contract not presently designated for assumption and assignment pursuant to Briggs APA. Contract counterparty is unaffected by proposed Briggs sale.